

Exhibit A

Behram V. Parekh (SBN: 180361)
WISNER BAUM LLP
 11111 Santa Monica Blvd., Suite 1750
 Los Angeles, CA 90025
 Telephone: (310) 207-3233
 Facsimile: (310) 820-7444
bparekh@wisnerbaum.com

Electronically FILED by
 Superior Court of California,
 County of Los Angeles
 7/03/2025 5:23 PM
 David W. Slayton,
 Executive Officer/Clerk of Court,
 By J. Covarrubias, Deputy Clerk

Marlene J. Goldenberg (*Pro Hac Vice Forthcoming*)
 Samantha V. Hoefs (*Pro Hac Vice Forthcoming*)
NIGH GOLDBERG RASO & VAUGHN PLLC
 14 Ridge Square NW, Third Floor
 Washington, DC 20016
 Telephone: (202) 792-7927
 Facsimile: (202) 792-7927
mgoldenberg@nighgoldenberg.com
shoefs@nighgoldenberg.com

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES**

NATHAN GAY,

Plaintiff,

vs.

**ROBLOX CORPORATION, EPIC
 GAMES, INC., MICROSOFT
 CORPORATION, MOJANG AB, and
 JOHN DOES 1 - 50.**

Defendants.

Case No.: 25STCV19707

COMPLAINT FOR DAMAGES

1. Strict Product Liability – Design Defect
2. Strict Product Liability – Failure to Warn
3. Negligence – Design
4. Negligence – Failure to Warn
5. Common Law Negligence
6. Statutory Negligence
7. Intentional Misrepresentation
8. Negligent Misrepresentation
9. Fraud
10. Violations of California’s Unfair Competition Law (Cal. Bus. & Prof. Code, §§ 17200 *et seq.*)
11. Strict Product Liability – Design Defect
12. Strict Product Liability – Failure to Warn
13. Negligence – Design
14. Negligence – Failure to Warn
15. Common Law Negligence
16. Statutory Negligence
17. Intentional Misrepresentation
18. Negligent Misrepresentation
19. Fraud
20. Violations of California’s Unfair Competition Law (Cal. Bus. & Prof. Code, §§ 17200 *et seq.*)

**DEMAND FOR JURY TRIAL
 [UNLIMITED CIVIL CASE]**

COMPLAINT

Plaintiff NATHAN GAY hereby brings this action against the above-captioned Defendants (hereinafter collectively referred to as “Defendants”), Roblox Corporation, Epic Games, Inc., Microsoft Corporation, Mojang AB, and DOES 1-50, to recover damages, pursuant to and under the laws of the State of California, arising from the severe injuries sustained because of Plaintiff’s use of Defendants’ video game Products. In support thereof, Plaintiff alleges and states:

INTRODUCTION

1. Many modern video games are fun and engaging adventures that allow individuals to immerse themselves in the world of games. This litigation is not a war on fun. Nor does it seek to curtail the creation and enjoyment of entertaining video games. Rather, this litigation seeks to hold each Defendant accountable for failing to warn and failing to include available safeguards against the known risks to minors associated with excessive use of their video game products and choosing instead to implement programming that exacerbated these risks to increase their profits.

2. Defendants are aware that the more time an individual spends playing their respective games and on their platforms, the higher the likelihood that said individuals will make in-game purchases, thereby increasing Defendants’ revenues.

3. Defendants are also aware that for more than four decades, scientists have known about and studied video game addiction.¹ Furthermore, Defendants are aware that for nearly two decades, science has shown that prolonged use of video games by minors can result in brain damage, cognitive decline, and physical and emotional deficits.

4. Despite being fully aware of these risks, Defendants marketed their respective games, Roblox, Fortnite, and Minecraft, and Xbox video game platform², (collectively “Products”), to minors without implementing simple safety features, such as adequate parental controls, warnings, or opt-in limits on the time minors can spend in-game.

¹ MD Griffiths; Halley de Oliveira Miguel Pontes, *A History and Overview of Video Game Addiction*, The Oxford Handbook of Digital Technologies and Mental Health (Oct. 8, 2020) <https://doi.org/10.1093/oxfordhb/9780190218058.013.2>.

² Hereinafter, “Xbox platform” collectively refers to all Xbox consoles (including Xbox 360, Xbox One, Xbox One S, and Xbox One X) and Xbox online game platforms (including the Xbox Network, Xbox Game Pass, Xbox Store, and Xbox Cloud Gaming).

5. Instead, Defendants chose to add features to their Products that they knew would be addictive to minors in order to maximize time spent in their respective games and on their platform, thus improving the odds of minors making in-game purchases, and thereby increasing Defendants' profits. Rather than taking necessary steps to mitigate the known risks associated with prolonged exposure of minors to video games, Defendants intensified the problem by causing and profiting from youth addiction.³

6. Defendants' strategies have been extremely lucrative. As a result of Defendants' inclusion of addictive features in their respective Products, they have collectively generated billions of dollars, while causing and/or contributing to a public health crisis for minors suffering from addiction to and disordered use of video games.

7. While there are countless video games on the market, many with similar game design and warning defects described herein, Defendants and their respective games Roblox, Fortnite, and Minecraft have unique impacts on minors. As explained below, Defendants' marketing strategies specifically target youth. Accordingly, Defendants' games – Roblox, Fortnite, and Minecraft – are often among the first online video games children play and the catalyst to an addiction cycle and disordered relationship with video games.

8. Defendant Microsoft's Xbox video game platform is often where these games are played. As described herein, Defendant Microsoft designed its Xbox platform with game-like features that caused and further exacerbated addiction and disordered relationships with video games.

9. As set forth below, because of Defendants' marketing efforts, Roblox, Fortnite, and Minecraft were among the first online video games played by Plaintiff NATHAN GAY, Plaintiff

³ Addiction, as defined in the seminal article *Addictive behaviors: Etiology and Treatment*, published by the American Psychological Association in its 1988 *Annual Review of Psychology*, is:

“a repetitive habit pattern that increases the risk of disease and/or associated personal and social problems. Addictive behaviors are often experienced subjectively as ‘loss of control’ – the behavior contrives to occur despite volitional attempts to abstain or moderate use. These habit patterns are typically characterized by immediate gratification (short term reward), often coupled with delayed deleterious effects (long term costs). Attempts to change an addictive behavior (via treatment or self-initiation) are typically marked with high relapse rate.”

1 NATHAN GAY played these games on Microsoft's Xbox platform. As each Defendant expected
 2 and intended from their decision to add addictive and manipulative programming to their Products
 3 instead of safety features, NATHAN GAY became addicted to Roblox, Fortnite, and Minecraft
 4 and developed a disordered relationship with video games. As a result, NATHAN GAY suffers
 5 from severe physical, emotional, and economic injuries, including diminished social interactions,
 6 lack of interest in other hobbies, and withdrawal symptoms such as rage, anger, and physical
 7 outbursts. Through this lawsuit, NATHAN GAY seeks to hold Defendants accountable for their
 8 decisions to place profits over safety, which directly and proximately resulted in NATHAN
 9 GAY's significant harm.

10 10. The true names and capacities of the Defendants, DOES 1-50, are unknown to
 11 Plaintiffs at the time of filing this Complaint and Plaintiffs, therefore, sue said Defendants by
 12 fictitious names and will ask leave of court to amend this Complaint to show their true names or
 13 capacities when the same have been determined. Plaintiffs are informed and believe and thereon
 14 allege that each of these fictitiously named Defendants are responsible in some manner for the
 15 occurrences alleged herein, and that Plaintiff NATHAN GAY's injuries and damages as alleged
 16 and set forth herein were proximately caused by such fictitiously named Defendants.

17 PARTIES

18 **I. Plaintiff**

19 11. Plaintiff NATHAN GAY is, and at all times relevant to this action was, a citizen and
 20 resident of the State of Tennessee. Plaintiff NATHAN GAY is, and at all times relevant to this
 21 action was, a citizen and resident of the State of Tennessee and sustained injuries at least in part in
 22 the State of California.

23 12. Plaintiff is 20 years old at the time of filing this lawsuit.

24 13. Plaintiff began playing video games and using Defendants' Products at
 25 approximately 11 years old. Since that time, Plaintiff has used and/or continues to use
 26 Defendants' Products at an increasing, uncontrollable, compulsive, and/or addictive pace.

27 14. Plaintiff has been injured and damaged, and continues to be injured and damaged, as
 28 a result of Plaintiff's use of, and addiction caused by Plaintiff's use of, Defendants' defective

1 Products.

2 **II. Defendant Roblox Corporation**

3 15. Defendant Roblox Corporation (“Roblox Corp.”) is a Delaware corporation with its
4 principal place of business at 910 Park Pl., San Mateo, California 94403.

5 16. Roblox Corp. is a video game developer and publisher that, at all times material
6 hereto, designed, developed, tested, patented, assembled, manufactured, published, packaged,
7 labeled, prepared, distributed, marketed, supplied, and/or sold its video game and platform,
8 Roblox, either directly or indirectly, to members of the general public within the State of
9 California, including to Plaintiff NATHAN GAY.

10 **III. Defendant Epic Games, Inc.**

11 17. Defendant Epic Games, Inc. (“Epic Games”) is a Maryland corporation with its
12 principal place of business at 620 Crossroads Blvd, Cary, North Carolina 27518.

13 18. Epic Games is a video game developer and publisher that, at all times material
14 hereto, designed, developed, tested, patented, assembled, manufactured, published, packaged,
15 labeled, prepared, distributed, marketed, supplied, and/or sold the Fortnite video game series and
16 platform, either directly or indirectly, to members of the general public within the State of
17 California, including to Plaintiff NATHAN GAY.

18 **IV. Defendant Microsoft Corporation**

19 19. Defendant Microsoft Corporation (“Microsoft”) is a Washington corporation with its
20 principal place of business at One Microsoft Way, Redmond, Washington 98052.

21 20. Microsoft is a video game developer and publisher that, at all times material hereto,
22 designed, developed, tested, patented, assembled, manufactured, published, packaged, labeled,
23 prepared, distributed, marketed, supplied, and/or sold the Minecraft video game series and platform,
24 either directly or indirectly, to members of the general public within the State of California,
25 including to Plaintiff NATHAN GAY.

26 21. At all times material hereto, Microsoft designed, developed, tested, patented,
27 assembled, manufactured, packaged, labeled, prepared, distributed, marketed, supplied, and/or sold
28 the Xbox Platform – on which Roblox, Fortnite, and Minecraft could be played – to members of the

1 general public within the State of California, including to Plaintiff NATHAN GAY.

2 **V. Defendant Mojang AB**

3 22. Defendant Mojang AB (“Mojang”) is a Swedish company with its principal place of
4 business at Söder Mälarstrand 43, 118 25 Stockholm, Sweden.

5 23. Mojang is a video game developer and publisher that, at all times material hereto,
6 designed, developed, tested, patented, assembled, manufactured, published, packaged, labeled,
7 prepared, distributed, marketed, supplied, and/or sold the Minecraft video game series and
8 platform, either directly or indirectly, to members of the general public within the State of
9 California, including to Plaintiff NATHAN GAY.

10 24. In September 2014, Defendant Microsoft acquired Defendant Mojang and its
11 intellectual property (including Minecraft) for \$2.5 billion. Accordingly, Defendant Mojang is
12 now a wholly-owned subsidiary of Defendant Microsoft.

13 25. Although Mojang initially developed, sold, and maintained Minecraft, following its
14 acquisition by Microsoft, both Microsoft and Mojang have played direct roles in changes made to
15 the design, development, testing, assembly, manufacturing, publishing, packaging, labeling,
16 preparation, distribution, marketing, supply, and/or sale the Minecraft video game series that
17 Plaintiff NATHAN GAY began playing. Indeed, both Mojang and Microsoft are responsible for
18 the addictive design features in Minecraft described herein. Both Mojang and Microsoft have
19 direct liability for the harm and injuries caused by Minecraft based on their own conduct.

20 **JURISDICTION AND VENUE**

21 26. Plaintiff NATHAN GAY realleges and incorporates by reference all of the foregoing
22 allegations as if repeated in full here.

23 27. This suit alleges causes of action seeking relief arising under the laws of the State of
24 California, including but not limited to the allegation that as a direct and proximate result of
25 Defendants’ Products and Defendants’ negligent, deceptive, willful, immoral, reckless, and unlawful
26 actions and inactions, representations and misrepresentations, including by omission, Plaintiff
27 NATHAN GAY suffered and continues to suffer injuries and damages within the State of California.

28 28. This Court has personal jurisdiction over Defendant Roblox Corp. because Roblox

1 Corp. has its principal place of business in California and is “at home” in this State.

2 29. This Court has personal jurisdiction over Defendants Epic Games, Microsoft, and
 3 Mojang because these Defendants routinely conduct business in California and have sufficient
 4 minimum contacts in California stemming from their activities whereby they have purposefully and
 5 intentionally availed themselves of this jurisdiction and the benefits and protections of the laws of
 6 the State of California by marketing video game Products and transacting business in the State of
 7 California, including with NATHAN GAY. Next, Epic Games’s registered agent for service of
 8 process is in California at CT Corporation System - 330 N Brand Blvd., Glendale, California, 91203.
 9 Microsoft also has a registered agent for service of process in California at Corporation CSC – 2710
 10 Gateway Oaks Drive, Sacramento, California 95833. Further, the controversy reflected in this action
 11 is directly affiliated with, related to, and arises from each Defendant’s contacts with the State of
 12 California. Plaintiff NATHAN GAY is from the State of California and as a result of each
 13 Defendant’s contacts with California, Plaintiff purchased and/or downloaded each Defendant’s
 14 game and Microsoft’s Xbox Platform in California, Plaintiff played each Defendant’s game and used
 15 Microsoft’s Xbox Platform and subsequently developed an addiction to their respective games in
 16 California, and Plaintiff suffered severe harm as a result of each Defendant’s conduct and their
 17 respective Products in California.

18 30. Venue is proper in this County because, among other things: (a) each Defendant
 19 directed its activities at residents in this County; (b) each Defendant conducted substantial business
 20 in this County; (c) a substantial part of the counts giving rise to this action occurred in this County;
 21 and (d) Plaintiff NATHAN GAY was harmed in this County.

22 **GENERAL FACTUAL ALLEGATIONS**

23 31. In 2023, 65% of Americans of all ages played video games every week.⁴ In 2024,
 24 experts reported that roughly 85% of teenagers say they play video games, with 97% of boys and
 25

26
 27 ⁴ Crosby Armstrong, *Video Games Remain America’s Favorite Pastime With More Than 212*
 28 *Million Americans Playing Regularly*, Ent. Software Ass’n (Jul. 10, 2023),
<https://www.theesa.com/video-games-remain-americas-favorite-pastime-with-more-than-212-million-americans-playing-regularly/>.

73% of girls reporting video game usage.⁵ Further, more than 90% of children older than two years old play video games, and “[c]hildren 8 to 17 years of age spend an average of 1.5 to 2 hours daily playing video games.”⁶ This research dramatically emphasizes the idea that video game usage has become fundamental in the life of an American child.

I. Extensive Video Game Usage Damages Adolescent Brains

32. For almost two decades, research on the interaction between video game usage and the adolescent brain has shown that extensive usage has a severe impact on the adolescent brain, including loss of grey matter, which leads to severe physical and mental effects on the child. Many of these effects are indicators or consequences of Internet Gaming Disorder (“IGD”), which is the addiction to video gaming.

33. One of the ways that the impact of video game usage is studied is research about the role dopamine plays in the brain during gameplay.

34. Video games can and do cause an intense dopamine release in the user that is similar in magnitude to that experienced by substance abuse or gambling. Dopamine is a neurotransmitter made in the brain that acts as a chemical messenger that communicates messages between nerve cells in the brain, as well as between the brain and the body. Dopamine serves as the brain’s all-important “reward center” and, in addition, plays a critical role in several body functions including attention, mood, pleasurable reward and motivation, sleep, learning, and movement. The release of dopamine causes demonstrable physical, mental, and emotional responses in the human brain and body. This is especially true in minors, and particularly neurodivergent minors, whose brains are still developing. Increased frequency of dopamine releases can lead to withdrawal symptoms, including anger, irritability, or physical outbursts when the game is made unavailable.

35. The repetitive release of dopamine creates, reinforces, and strengthens a dysregulated or dopaminergic neural pathway that propels the user to hyperfocus on using the

⁵ Jeffrey Gottfried & Olivia Sidoti, *Teens and Video Games Today*, Pew Res. (May 9, 2024), <https://www.pewresearch.org/internet/2024/05/09/teens-and-video-games-today/>.

⁶ Daniel Alanko, *The Health Effects of Video Games in Children and Adolescents*, *Pediatr. Rev.* (Jan. 1, 2023).

1 video games more and more, first at an increasing rate and then with compulsive desire until the
2 impulse to use the video games develops into a disordered use or addiction.

3 36. Those dysregulated neural pathways trigger addictive, compulsive, and impulsive
4 behaviors outside of the gaming world consisting of life-altering impulsivity and inhibitory
5 control behaviors that can and do cause a myriad of catastrophic physical, mental, and emotional
6 disorders, symptoms, and injuries, including other addictions, significant withdrawal symptoms,
7 maldevelopment of the brain's frontal lobe, dissociative behaviors, social isolation, damage
8 and/or negative consequences to cognitive processes, attention disorders, severe depression,
9 morbid obesity, mal and/or undernutrition, and other harmful effects, all to the severe detriment
10 and damage to the minor, and to the severe emotional detriment and pecuniary or economic
11 damage to their families and caretakers.

12 37. Additional research on the impact of video games reports physical changes to the
13 brain and brain matter as a result of gameplay.

14 38. Research has shown that prolonged use of video games damages the prefrontal
15 cortex of the user, causing a loss of grey matter, lower cognitive function, and an inability to
16 regulate impulse control. Research has also concluded that such use of video games may lead to
17 negative effects like stress, aggressive behavior, verbal memory deficiency, depression, lowered
18 cognitive abilities, sleeping disorders, anxiety, and behavioral addiction disorders.

19 39. Clinical evidence has shown that users addicted to online games experience
20 biopsychological symptoms and complications, including symptoms traditionally associated with
21 substance abuse and addiction, such as hangovers, changes in mood, ability to adapt, withdrawal,
22 conflict, and recurrence symptoms.

23 40. Empirical studies indicate that gaming disorders are associated with detrimental
24 health-related outcomes.

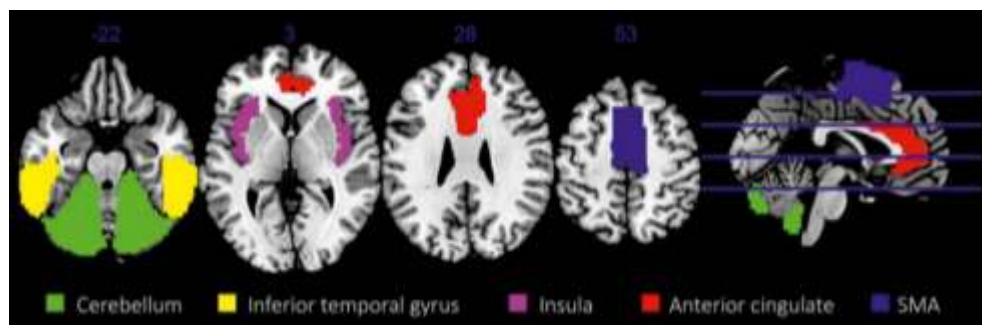
25 41. Brain imaging studies have shown that excessive use of video games negatively
26 affects the brain regions responsible for reward, impulse control, and sensory-motor coordination.

27 42. Other studies have shown that disordered and/or excessive use of video games leads
28 to negative consequences on cognitive processes, including multi-second time perception,

inhibition, and decision-making.

43. During adolescence, the prefrontal cortex—the locus of judgment, decision-making, and impulse control—is still developing and undergoing major reorganization. This region of the brain does not reach maximum capacity until the age of 25 to 30. The executive control center of the prefrontal cortex is essential to one’s ability to healthfully weigh risks and rewards and for pausing the pursuit of immediate rewards in favor of more adaptive longer-term goals. The lack of full development of the prefrontal cortex is arguably why young people are more likely to engage in hours of use while ignoring basic needs like food, sleep, and hygiene. Without mature frontal lobes, minors are less able to weigh potential negative consequences and curb potentially harmful behavior like excessive use of video games, which further impacts frontal lobe development.

44. Brain imaging studies related to IGD have shown structural changes in the brain, particularly a reduction in white-matter density (consisting mostly of cells and axons that transmit signals from the cerebellum to other brain regions) and grey-matter volume (associated with emotions, perception, memory, and motor control). Specifically, studies showed several regions of the brain demonstrated reduction in grey-matter volume in gaming disorder participants, as depicted here:⁷

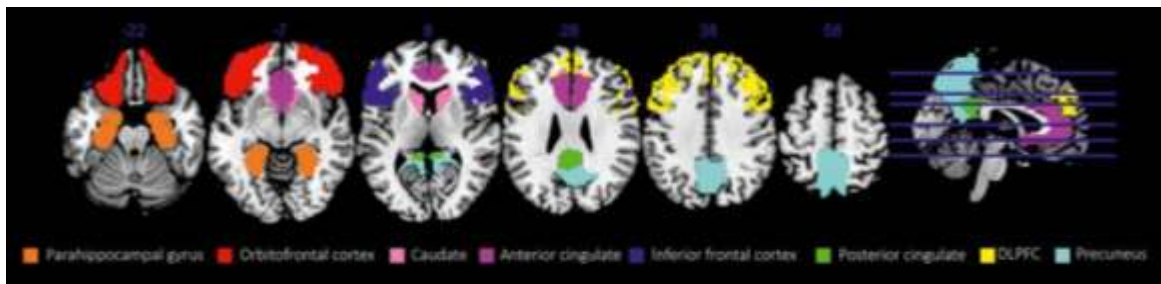


45. Brain activation studies have shown that the use of video games causes changes in the reward and impulse control regions of the brain, and that engaging with video games activates regions of the brain in a manner similar to the way the brain is activated in response to cue-

⁷ Livny, Weinstein, and Weizman, *New Developments in Brain Research of Internet and Gaming Disorder*, 75 *Neurosci. Biobehav. Rev.* 314 (Apr. 2017).

1 exposure to drugs (whereby addicts are exposed to relevant drug cues to extinguish conditioned
2 responses).

3 46. Additional brain activation studies have shown that individuals with gaming
4 disorders have impaired inhibitions, and that video game cues activate craving, attention, and
5 executive function areas of the brain. Those cognitive, sensory-motor, and emotional processes
6 may be associated with long-term changes to the brain because of prolonged use of video games.
7 Regions that showed activation in response to video game cues in gaming disorder participants in
8 more than two studies are depicted in the following image:⁸



14 47. Structural studies of the brain have shown alterations in the volume of the ventral
15 striatum (a critical component of motor and reward systems in the brain) are possible because of
16 changes in reward regions of the brain. One comparison study of young adults with a mean age of
17 24 revealed that individuals who engage in excessive use of video games tend to have lower
18 cognitive function, particularly in areas of verbal ability and working memory.

19 48. Research has shown that a neurodivergent minor with a diagnosis of Attention-
20 Deficit Hyperactivity Disorder (“ADHD”) or Autism Spectrum Disorder is at a higher risk of
21 developing video game disorder or addiction, which can worsen one’s ability to control
22 impulsivity and result in brain damage.⁹ Research has shown that while use of video games may
23 foster creativity in some minors, such potential benefits are outweighed by the risk of developing
24 addiction or disordered use of video gaming products, which typically develops swiftly in minors
25 and neurodivergent individuals. This is particularly true when the video games incorporate

27 ⁸ Aviv Weinstein et al., *Neurobiological Mechanisms Underlying Internet Gaming Disorder*, 22(2)
DIALOGUES CLIN. NEUROSCI. (2020).

28 ⁹ Micah O. Mazurek & Christopher R. Engelhardt, *Video Game Use in Boys with Autism Spectrum
Disorder, ADHD, or Typical Development*, 132 Am. Acad. of Ped. J.L. 2 (2013).

addictive and manipulative tactics, as well as other problematic psychological programing.

II. Gaming Addiction Is A Recognized and Diagnosable Condition

49. Addiction to and disordered use of video games and internet gaming is a recognized, diagnosable mental disorder and form of behavioral addiction codified by the American Psychiatric Association's 2013 Diagnostic and Statistical Manual of Mental Disorders (DSM-5).¹⁰ The diagnostic symptoms of internet gaming disorder currently set forth in DSM-5 include: (1) Preoccupation with playing and/or using video games; (2) Withdrawal symptoms (sadness, anxiety, irritability, and/or other unpleasant symptoms) when access to play and/or use is removed, precluded, or reduced; (3) Tolerance - the need to spend more time playing and/or using video games to satisfy the urge and desire to do so; (4) Loss of Control or the inability to reduce video game playing and usage time and/or unsuccessful attempts to quit gaming; (5) Giving up other activities or loss of interest in previously enjoyed activities due to compulsion to play video games; (6) Continuing to play and use video games despite negative or problematic consequences; (7) Deceiving family members or others about the amount of time spent playing and/or using video games; (8) Using video games to "escape" or relieve negative moods, such as guilt or hopelessness; and (9) Jeopardized school or work performance or relationships due to playing and/or using video games.

50. Nationally recognized institutions such as the Cleveland Clinic and the National Center for Biotechnology Information (NCBI) also recognize video game addiction and categorize the addiction as falling under the general category of IGDs.¹¹

51. As of 2022, "Gaming disorder"—disordered use of and/or play with video games—is a recognized mental health disorder by the World Health Organization and International Statistical Classification of Diseases and Related Health Problems. "Gaming disorder" is included within the subcategory "ICD-11" entitled "Disorders due to substance use or addictive

¹⁰ It is also recognized in the recently released Diagnostic and Statistical Manual of Mental Disorders, Text Revision (DSM-5-TR).

¹¹ Shabina Mohammad, Raghad A Jan, & Saba L Alsaedi, *Symptoms, Mechanisms, and Treatments of Video Game Addiction*, Cureus (Mar. 31, 2023).

behaviors.”¹² “Gaming disorder” is defined in the 11th revision of the International Classification of Diseases as a pattern of persistent or recurrent gaming behavior, specifically “digital gaming” or “video-gaming,” which may be online or offline, manifested by: impaired control over gaming (e.g., onset, frequency, intensity, duration, termination, context); increasing priority given to gaming to the extent that gaming takes precedence over other life interests and daily activities; and continuation or escalation of gaming despite the occurrence of negative consequences.

III. Historical Development and Modernization of Video Games

52. The term “video game” is defined by California Civil Code §§ 1746-1746.5 as “any electronic amusement device that utilizes a computer, microprocessor, or similar electronic circuitry and its own monitor, or is designed to be used with a television set or a computer monitor, that interacts with the user of the device.”

53. Video games were first developed in or around the 1950s.

54. Initially, games were only available to be played by the general public in arcades. Beginning in the 1970s, however, the first at-home video game devices (“consoles”) appeared on the market.

55. By the late 1990s and early 2000s, there were multiple at-home video game consoles, such as Xbox, PlayStation, and Nintendo’s Wii, making video games easily accessible to most users from the comfort of their living room. Over the next ten years, video games moved to mobile devices and tablets, once again increasing accessibility to gameplay.

56. Many video games – including Roblox, Fortnite, and Minecraft – can now be played on multiple different consoles, mobile devices, and tablets.

57. Moreover, video games can be delivered to these consoles, mobile devices, and tablets in several diverse ways, such as physical discs, digital downloads, online gaming networks, and cloud gaming services.

58. In 2024, there are 1.17 billion gamers online, and global gaming revenues are at least

¹² Other disorders found in that subcategory include alcoholism and gambling addiction.

1 \$176.06 billion.¹³

2 59. As the sophistication of gaming devices and game delivery methods has increased,
3 so too has the sophistication of the design of games themselves.

4 60. Unlike their predecessors, many modern-day games are enormous in scale, providing
5 countless hours of non-repetitive, unique gameplay that allows players to become immersed in the
6 world of the game.

7 61. The ways in which game developers monetize their games have also changed over
8 time. In the past, game developers earned revenue primarily through the one-time sale of their
9 games. Although some game developers still follow this model, others – including Defendants –
10 allow their games to be downloaded for no or minimal cost and generate revenue through
11 purchases made within the game.

12 62. In-game purchases can include, but are not limited to, cosmetic customizations for
13 the player’s character (*e.g.*, hats, uniforms, hair styles), “boosters” that help their character
14 perform better or progress faster within the game, and “season passes” that allow players to access
15 exclusive in-game content.

16 63. Many of these in-game purchases are relatively low cost, leading to them being
17 termed “microtransactions.”

18 64. In-game items available for purchase are often heavily advertised to players through
19 means such as in-game pop-up advertisements during gameplay, loading screens while users wait
20 for gameplay to start, and in-game stores.

21 65. Many games also offer game-branded products such as toys, energy drinks, apparel,
22 bedding, home goods, board games, and more.

23 66. Game developers that offer their games at no or low cost, such as Roblox, Fortnite,
24 and Minecraft, rely on these microtransactions to turn a profit. Indeed, the design and marketing
25 strategy associated with such games is rooted, in part, in the theory that the revenue from the on-
26 going microtransaction system will outweigh the revenue from a one-time-purchase game. That is

27
28 ¹³ Jasmine Katatikarn, *Online Gaming Statistics and Facts: The Definitive Guide (2024)*, Acad. of
Animated Art (Jan. 16, 2024), <https://academyofanimatedart.com/gaming-statistics/>.

1 because microtransaction spending can easily add up to hundreds, or even thousands, of dollars
2 from an individual user.

3 67. Accordingly, modern gaming companies are enlisting PhD behavioral psychologists
4 and using research to implement programming into their games that will addict players with a
5 goal of increasing the amount of time spent in game, thereby prolonging their exposure to in-
6 game marketing for in-game purchases in order to improve the odds players will engage with
7 microtransactions that generate profits for the game developer.

8 **IV. Psychological Techniques and Programming Choices Game Developers Use to Create**
9 **Addiction, Drive Microtransactions, and Increase Profits**

10 **A. Operant Conditioning**

11 68. Modern game developers, including Defendants, employ(ed) and/or consult(ed) with
12 child development experts and/or psychologists to assist with the design and development of their
13 games and/or gaming platforms, and to analyze the effects of game design on user behavior.

14 69. Upon information and belief, modern game developers, including Defendants, knew
15 that minors were engaging with their Products and utilized their child development experts and/or
16 psychologists to design their games to attract and addict minors to their Products.

17 70. Upon information and belief, the analyses performed by each Defendant's
18 behavioral experts and/or psychologists revealed that when video games that are programmed to
19 incorporate "operant conditioning" that targets users' dopamine receptors, the operant
20 conditioning triggers users' desire to hyperfocus on using and overusing the Products.

21 71. "Operant conditioning" is a form of behavioral manipulation that uses rewards and
22 punishments to influence behavior. Through operant conditioning, rewarded behavior is likely to
23 occur more frequently, while the frequency of punished behavior decreases.

24 72. In the context of video games and gaming platforms, video game developers
25 including Defendants, relied upon these psychological analyses to program their games and
26 platforms to employ operant conditioning in order to addict players and manipulate them into
27 making profitable decisions for the game developers, such as spending more time playing their
28 respective games and engaging in microtransactions.

1 **B. Development and Use of Patented Programming**

2 73. In addition to relying on their own studies to make programming decisions, game
3 developers, including Defendants, helped develop, licensed, and otherwise utilized patented
4 programming algorithms in their games and gaming platforms that were intended to addict
5 players, increase time spent in-game, and drive microtransactions. By way of example:

- 6 a. U.S. Patent No. 20160005270-A1, is a “matchmaking” patent that uses
7 historical player data and analytics to create a system for driving
8 microtransactions in a multi-player game. This “matchmaking” patent is used in
9 Products, like Defendants’ at issue here, and can be summarized as a “system
10 and method ... that drives microtransactions in multiplayer video games. The
11 system may include a “microtransaction arrange match[] to influence game-
12 related purchases. For instance, the system may match a more expert/marquee
13 player with a junior player to encourage the junior player to make game-related
14 purchases of items possessed/used by the marquee player. A junior player may
15 wish to emulate the marquee player by obtaining weapons or other items used
16 by the marquee player.” The system for driving microtransactions is comprised
17 of a host computer having one or more physical processors programmed with
18 computer program instructions that, when executed by the one or more physical
19 processors, cause the host computer to: identify an in-game item that is relevant
20 to a first player, but not yet possessed by the first player for gameplay in a
21 multi-player game; identify a second player that possesses the in-game item;
22 and match the first player and the second player to play in a gameplay session to
23 encourage purchase of the in- game item by the first player, wherein the
24 matching is based on: (i) the relevance of the in-game item to the first player,
25 and (ii) the possession of the in-game item by the second player. This system is
26 further programmed to determine that the first player has purchased the in-game
27 item in relation to the gameplay session; determine a subsequent gameplay
28 session that caters to use of the in-game item; and match the first player to play

1 in the subsequent gameplay session to encourage future purchases.

- 2 b. U.S. Patent No. 9623335-B1 utilizes a “user spend parameter value” to
3 “determine which users should be provided with access to an exclusive virtual
4 section of the online game,” such as a virtual shop “present[ing] high-end, or
5 expensive virtual items.” This prevents the game from losing the opportunity
6 “to extract additional value from users inclined to spend money.”
- 7 c. U.S. Patent No. 9138639-B1 creates a dynamic pricing system which modifies
8 the “pricing of in-game virtual items associated with [players’] experience and
9 their progress in the game.” In this way, “while all players may receive a
10 message for a particular item, the cost for each player may be more or less than
11 other players based on the individual’s in-game statistics.”
- 12 d. U.S. Patent No. 9795886-B1 allows new users to purchase in-game support
13 more cheaply than experienced users. Particularly, the system determines
14 “prices for a protection extension in an online game” based on “the user’s power
15 and/or strength in a game.” This allows a less experienced player to “build up
16 their strength in a game, thus promoting further player engagement.”
- 17 e. U.S. Patent No. 9403093-B2 is a “dynamic” pricing patent that encourages
18 users to make purchases on multiple game devices or platforms by providing
19 incentives for such “cross platform game play.” In particular, “[t]he system may
20 monitor the player’s performance on a particular console and provide incentives
21 to accomplish tasks through game play on a different platform than the player is
22 currently operating to play the game.”
- 23 f. U.S. Patent No. 9626475-B1 creates an exclusive, time-limited, event-based
24 currency. During such an event, players may acquire a second type of virtual
25 currency in addition to other forms of virtual currency. The event-based
26 currency may be purchased with real-world money, and after the event, the
27 event-based currency may become unusable by or unavailable to the users.
- 28 g. U.S. Patent No. 9666026-B1 provides offers that “decrease in value based on

previous acceptances of the offers” in order to create a sense of urgency in relation to the virtual items. Offers provided “may include a first offer having a first value that progressively decreases based on an amount of users that have previously accepted the first offer in order to incentivize early acceptance of the first offer.”

h. U.S. Patent No. 9808708-B1 adjusts “virtual item bundles made available to users of an online game based on user gameplay information.” This allows the game to increase the price of an item bundle for a user with less cost sensitivity associated with items that the user enjoys.

74. Upon information and belief, many game developers, including each Defendant, license one or more of the above technology patents, and/or other patents similar thereto, and incorporate said technology into their respective Products with the intention of creating addiction and profits.

C. Operant Conditioning, Patented Technology, and Game Design Choices
Increase Time Spent In-Game and Revenue Generated by Microtransactions

75. Using operant conditioning and patented technology, video game developers, including Defendants, analyze the skill level and behavior of the user and customize their experience to maximize the time spent in-game, during which the user is bombarded with solicitations to purchase additional in-game downloadable game content.

76. In so doing, video game developers, including Defendants, exploit an information asymmetry between themselves and the user. This allows game developers, including the Defendants, to use their knowledge of the user’s skill, game-related preferences, available funds, and/or playing and spending habits to present in-game downloads and purchase offers that are predetermined to maximize a user’s expenditure of real money.

77. For example, in some instances, video game developers, including Defendants, increase the difficulty of the game as the player’s skill increases, thereby increasing the amount of time it takes for the player to achieve repeated success. During the extra time it now takes for the player to achieve success, the player is exposed to repetitive advertisements for desirable in-game

1 items that can be obtained through points earned over time through continued and prolonged
2 gameplay or instantaneously using in-game or real-world currency.

3 78. Likewise, game developers, including Defendants, may offer “season passes” in
4 which players can pay real-world money to obtain access to exclusive items that are available to
5 be purchased for a limited time through points earned during game play. Game developers
6 incentivize players that have purchased “season passes” to engage in prolonged game sessions
7 during the “season” to earn sufficient points to collect each exclusive item. Once again, however,
8 by design game difficulty is dynamic, resulting in players needing to play longer to obtain the
9 results they desire, all while being exposed to advertisements for additional in-game products.

10 79. Critical to each Defendant’s revenue, such continued features with little to no
11 restriction on the amount of spending in the payment interface also makes it easy for minor users
12 to fail to understand the value of the actual money being spent, which allows for more easeful and
13 continuous spending of real money.

14 80. These and other features—all of which the Defendants knowingly incorporate into
15 the design aspects of their respective Products—use psychological mechanisms, behavioral
16 psychology, and neuroscience to encourage repeated use and increased spending by users
17 (especially minors who are vulnerable to these tactics) and which serve to deepen their disordered
18 or addicted use.

19 **V. Addictive Game Design Features Cause Significant Harm to Minors**

20 81. The human population most vulnerable to the combination of game developers’
21 microtransaction methodology and addictive operant conditioning design features are minors;
22 minors who are neurodivergent are even more susceptible to becoming addicted. Video game
23 developers, including Defendants, knew this, but nonetheless purposefully designed their games
24 and platforms to exploit that vulnerable population, causing injury and detriment, including to
25 Plaintiff NATHAN GAY. Doing so has yielded the intended results: video game developers,
26 including Defendants, have earned extraordinary financial revenue from this group of users as a
27 result of placing their addictive Products that are targeted to minors into the stream of commerce.

28 82. Each Defendant knew or was aware, or should have known and should have been

1 aware, that their respective Products were dangerous and harmful to users, particularly minors,
2 when used as intended and in a reasonably foreseeable manner. In fact, each Defendant
3 intentionally caused and designed their respective Products to most effectively cause users with
4 developing brains to become addicted or disordered in their desire to use the Products. To that
5 end, upon information and belief, each Defendant employed behavioral psychologists and/or
6 neuroscientists to develop Products that incorporated design features premised upon
7 psychological tactics engineered to keep users engaged in using the Products for longer and
8 longer periods of time.

9 83. The microtransactions and other technologies, designs, features, mechanisms,
10 algorithms, artificial systems, programs, and other processes each Defendant incorporated into
11 their Products were implemented in a manner such that users (and, when users are minors, their
12 caretakers) do not understand and have no way of understanding (or uncovering through
13 reasonable diligence) that their use of the Products involves engagement with intentionally
14 addictive design features that are physically damaging to their brains and bodies, and financially
15 rewarding to the Defendants.

16 84. There is no meaningful disclosure of the addictive mechanisms and
17 microtransactions in each Defendant's Products at the time they are purchased and/or downloaded
18 to allow prospective users to make informed decisions as to whether using the Products are
19 desirable, appropriate, safe, or worth the potential risk.

20 85. At all times material hereto, each Defendant targeted consumers/purchasers,
21 including minors, and specifically including Plaintiff NATHAN GAY herein, to use their
22 respective Products and engage in microtransactions whereby in-game perks are exchanged for
23 real money through in-game targeted solicitations.

24 86. Each Defendant, with knowledge of NATHAN GAY's age and California residency,
25 targeted Plaintiff NATHAN GAY with manipulative programming to prolong use of their
26 Products in hopes of inducing NATHAN GAY to engage in microtransactions during their use of
27 the Products. As a result of NATHAN GAY's use of each Defendant's Products, and because of
28 the addictive design features incorporated into the Products, NATHAN GAY was injured and

1 damaged as herein alleged.

2 **VI. Roblox**

3 **A. Roblox Gameplay Basics**

4 87. Roblox is a video game and platform that was developed and published by Roblox
5 Corp. The game was released in September 2006.

6 88. At present, Roblox has 88.9 million daily active users¹⁴ and over 217 million
7 monthly active users.

8 89. More than 45% of the consumers playing Roblox are under age 13.¹⁵

9 90. Roblox is available to play on gaming consoles, computers, tablets, and cellular
10 devices.

11 91. Roblox is an online game that is free to download and play, making it easily
12 accessible to all users, including minors.

13 92. Individuals that wish to play Roblox must create a Roblox account.

14 93. In order to create a Roblox account, individuals must include a birthdate, username,
15 and password.

16 94. Users of any age can create a Roblox account, though users cannot enter a birth date
17 for any year after 2020. Roblox Corp. does not require users to verify their age when creating a
18 Roblox account. Accordingly, users can represent that they are younger or older than their actual
19 age.

20 95. Users are also not required to obtain parental consent to create a Roblox account nor
21 to play Roblox.

22 96. After creating an account, all users are assigned a default player avatar – a cartoonish
23 character that represents the individual user within certain games. This avatar can be customized
24 with different outfits and appearances through in-game purchases made in the in-game Roblox
25 store using in-game currency known as Robux.

26
27 ¹⁴ Roblox Corp. Homepage, <https://corp.roblox.com/> (last visited Nov. 25, 2024).

28 ¹⁵ *The Roblox User Base*, Roblox Creator Hub, <https://create.roblox.com/docs/production/roblox-user-base> (last visited Apr. 8, 2025).

1 97. Robux can be obtained by (a) purchasing it with real currency; (b) receiving a
2 recurring stipend given to users with a Roblox Premium membership; and (c) earning it from
3 selling “game passes” or “developer Products” to other Roblox players.

4 98. Robux sales, and the revenue generated therefrom, increase as the number of active
5 daily and active monthly Roblox users increases.

6 99. Roblox has hosted over 3.7 billion virtual transactions on its platform.¹⁶

7 100. Roblox Corp. offers a Premium Membership option to users, which can be
8 purchased with Robux. A Premium Membership offers users exclusive items and discounts,
9 Premium-only levels within certain games, the ability to trade items with other users, and a
10 stipend of Robux that defrays the purchase cost of the Premium Membership.

11 101. Roblox gameplay is unique and different from many “traditional” games. When an
12 individual “plays” Roblox, they open the Roblox program, where they are presented with a
13 myriad of games (known as “experiences”) they can play.

14 102. Roblox Corp. groups each “experience” into four content-based categories: Minimal,
15 Mild, Moderate, and Restricted. Once the user creates an account, the user can access almost all
16 of Roblox’s content if they represent they are over 8 years old. If a user is under 9 years old, they
17 are only able to view Minimal and Mild content. If the user indicates they are between the ages of
18 9 and 17, the only content not accessible is content specifically marked as “Restricted,” which
19 requires ID verification to view.

20 103. These “experiences” or games available on Roblox are further sorted into different
21 genres/categories, including but not limited to: Sports, Role-Playing Games (RPG), Fighting, First
22 Person Shooters (FPS), Horror, Comedy, Military, and Naval.

23 104. The games available to any particular user will vary based upon the age they entered
24 when generating their account and what games Roblox’s algorithm recommends to the user.

25 105. While within the Roblox platform, players can jump back and forth between the
26 games Roblox presents to each player.

27
28 ¹⁶*Earning on Roblox*, Roblox Creator Hub, <https://create.roblox.com/docs/production/earning-on-roblox> (last visited Aug. 23, 2024).

106. Most games available on the Roblox platform were not directly made by Roblox Corp. Rather, the Roblox platform includes a game design feature whereby users can generate their own games and make them available on the Roblox platform for others to play.

B. Roblox Corp.’s 2024 and 2025 Changes to Safety Settings

107. In November of 2024, Roblox Corp. announced, “major updates to [its] safety systems and parental controls.”¹⁷ It claimed these updates were implemented because “safety is and always has been foundational to everything [it does] at Roblox.”¹⁸

108. The changes Roblox Corp. made in 2024 included new labels for categories of content, changes to viewable content for each age group, parental controls for minors’ screen time usage, and a new minimum age at sign up.

109. In April of 2025, Roblox Corp. rolled out further updates to parental controls, stating that “[s]afety underpins everything we do at Roblox, particularly the safety of our youngest users.”¹⁹ These 2025 updates included the ability for guardians to view their minor’s top Roblox games the minor has played and how long the minor spent in each game for the past week. Guardians can now also block specific games and experiences for their minors.

110. Prior to the 2024 changes, Roblox Corp. allowed all users, regardless of age, to view any content other than that marked “17+.” In fact, users as young as 2 or 3 could view any content on the platform that was not protected by age verification. Beginning in 2024, Roblox Corp. imposed stricter limits on the content viewable to users that represent they are younger than 9 years old. Even after these changes, however, users that represent they are older than 8 can still access all content not marked as “17+.”²⁰

111. Until 2024, Roblox Corp. did not provide parental controls for minors’ screen time and usage on Roblox. Roblox Corp. could have allowed parent-imposed time limits, but instead

¹⁷ *Major Updates to Our Safety Systems and Parental Controls*, Roblox Newsroom, <https://corp.roblox.com/newsroom/2024/11/major-updates-to-our-safety-systems-and-parental-controls> (last visited Nov. 25, 2024).

¹⁸ *Id.*

¹⁹ Matt Kaufman, *New Tools for Parents to Personalize Their Child’s Experience on Roblox*, Roblox Newsroom, <https://corp.roblox.com/newsroom/2025/04/new-parental-controls-on-roblox> (last visited Apr. 7, 2025).

²⁰ “17+” content is now known as “Restricted” content on Roblox.

1 chose not to allow parents to set time limits on their minor's Roblox account for over eighteen
2 years of operation.

3 112. Until approximately September 2024, Roblox Corp. allowed users to represent their
4 age as young as one year old and have access to virtually all content on the platform. Even now,
5 parents whose minors are over the age of 12 cannot set restrictions on spending limits, set time
6 limits, change privacy settings, or manage friends and communication on their minor's account.²¹
7 Roblox Corp.'s changes to parental controls in 2025 did not address these failures to protect and
8 limit minor users.

9 113. Until 2025, Roblox Corp. did not provide guardians with the ability to block specific
10 games and experiences, nor for guardians to view how much time their minor spends in each
11 respective game.

12 114. The implementation of these restrictions and changes by Roblox Corp. in 2024 and
13 again in 2025 demonstrates its understanding of its responsibility to implement such restrictions
14 and safety measures, and further, demonstrates how easily Roblox Corp. can implement
15 restrictions and safety measures in general. These changes also demonstrate that Roblox Corp. has
16 control over access to not only its platform, but the games users are able to access on its platform.
17 The changes that Roblox Corp. implemented in 2024 and in 2025 did not require game by game
18 review by Roblox Corp., but instead were implemented as system-wide updates.

19 115. Roblox Corp. admits in publicly filed documents that it has the ability to
20 "dynamically apply relevant content filters, anti-addiction rules, payment limits, parental consent
21 requirements, and certain other regional requirements."²²

22
23 ²¹ *Major Updates to Our Safety Systems and Parental Controls*, Roblox Newsroom,
24 [https://corp.roblox.com/newsroom/2024/11/major-updates-to-our-safety-systems-and-parental-](https://corp.roblox.com/newsroom/2024/11/major-updates-to-our-safety-systems-and-parental-controls)
25 [controls](https://corp.roblox.com/newsroom/2024/11/major-updates-to-our-safety-systems-and-parental-controls) (last visited Apr. 8, 2025).

26 ²² Roblox Corporation, Form 10-K (Feb. 18, 2025), p. 14
27 ([https://www.sec.gov/ix?doc=/Archives/edgar/data/0001315098/000131509825000033/rblx-](https://www.sec.gov/ix?doc=/Archives/edgar/data/0001315098/000131509825000033/rblx-20241231.htm)
28 [20241231.htm](https://www.sec.gov/ix?doc=/Archives/edgar/data/0001315098/000131509825000033/rblx-20241231.htm)). See e.g., Roblox Corporation, Form 10-K (Feb. 25, 2022), p. 15
([https://www.sec.gov/ix?doc=/Archives/edgar/data/0001315098/000131509822000058/rblx-](https://www.sec.gov/ix?doc=/Archives/edgar/data/0001315098/000131509822000058/rblx-20211231.htm)
29 [20211231.htm](https://www.sec.gov/ix?doc=/Archives/edgar/data/0001315098/000131509822000058/rblx-20211231.htm)); Roblox Corporation, Form 10-K (Feb. 28, 2023), p. 14
([https://www.sec.gov/ix?doc=/Archives/edgar/data/0001315098/000131509823000035/rblx-](https://www.sec.gov/ix?doc=/Archives/edgar/data/0001315098/000131509823000035/rblx-20221231.htm)
30 [20221231.htm](https://www.sec.gov/ix?doc=/Archives/edgar/data/0001315098/000131509823000035/rblx-20221231.htm)); Roblox Corporation, Form 10-K (Feb. 21, 2024), p. 15
([https://www.sec.gov/ix?doc=/Archives/edgar/data/0001315098/000131509824000026/rblx-](https://www.sec.gov/ix?doc=/Archives/edgar/data/0001315098/000131509824000026/rblx-20231231.htm)
31 [20231231.htm](https://www.sec.gov/ix?doc=/Archives/edgar/data/0001315098/000131509824000026/rblx-20231231.htm)).

116. Despite its ability to implement anti-addiction rules, specific parental controls, payment limits, and restrictions, upon information and belief, Roblox Corp. instead chooses not to implement those restrictions in order to increase its profit.²³

C. Roblox is Marketed to Minors Yet Lacks Adequate Safety Features

117. Roblox Corp. does not adequately inform users of the inherent risks involved with using and playing Roblox or that the Product was designed to make users play more to their potential harm.

118. Instead, Roblox Corp. provides users, potential users, and guardians false assurances of safety.²⁴ For example, Roblox Corp. states that:

- a. it has “built a platform with safety at the foundation.”²⁵
- b. it “spend[s] hundreds of millions of dollars each year to meet [its] safety mission.”²⁶
- c. users should “learn about how Roblox’s commitment to safety and civility helps students grow.”²⁷
- d. its age recommendations for its Product are “grounded in child development research and informed by industry standards,” essentially confirming its reliance on scientific research about adolescent development and content consumption.²⁸
- e. its recommendations are created by “examin[ing] global industry standards and consult[ing] child development experts”²⁹; and

²³ See Roblox Corporation, Form 10-Q (May 1, 2025), p. 68 (<https://www.sec.gov/ix?doc=/Archives/edgar/data/0001315098/000131509825000118/rblx-20250331.htm>) (“...[R]equirements for verified parental consent before allowing children to create an account may limit the use of our Platform or reduce our overall demand for our Platform, which would harm our business, financial conditions, and results of operations”).

²⁴ Matt Kaufman, CFO, *Driving Civility and Safety for All Users*, <https://corp.roblox.com/newsroom/2024/07/driving-civility-and-safety-for-all-users> (last visited Apr. 8, 2025).

²⁵ *Id.*

²⁶ *Id.*

²⁷ *Education*, Roblox, <https://education.roblox.com/> (last visited Aug. 28, 2024).

²⁸ Allowed Experience Controls, Roblox, <https://en.help.roblox.com/hc/en-us/articles/8863284850196-Allowed-Experiences-Controls> (last visited Apr. 8, 2025).

²⁹ *Content Maturity Labels*, Roblox, <https://en.help.roblox.com/hc/en-us/articles/8862768451604-Content-Maturity-Labels> (last visited Apr. 8, 2025).

f. its Product is part of the “[n]ew era of teaching and learning,” and teaches educators how to “pilot Roblox in [their] class or school district,” assuring parents, educators, and students that its Product is safe for use of all ages.³⁰

119. While Roblox does feature some parental controls in its Product, almost all of these parental controls can only be applied to minors’ accounts if the minor is under 13, despite Roblox Corp.’s alleged desire to create one of the safest online environments.

120. None of Roblox’s parental controls (aside from content restrictions) are automatically applied or required when a minor creates an account. A minor can easily create an account and bypass any parental controls if their guardian is unaware of the account or the ability to enable parental controls.

121. Roblox Corp. states on its website that³¹:

▼ First, get the go-ahead

If you're under 13 years old, please get permission from your parent or guardian to use Roblox. You shouldn't use our Services without their go-ahead.

122. Despite its acknowledgement that users under 13 should not “use [its] services without their [guardian’s] go-ahead,” Roblox Corp. provides absolutely no safeguards or requirement of parental consent when making an account, even if that user represents they are under the age of 13. Further, this instruction regarding parental permission does not reasonably coexist with Roblox Corp.’s acknowledgement that its game was created for children.

123. Roblox Corp. could, but chooses not to, require express parental consent for minors under 13 to create an account. Despite its acknowledgement that minors should get permission from guardians before using its Product, Roblox Corp. fails to require parental consent.

124. Additionally, Roblox Corp. only allows a parent to enable parental controls through their minor’s account. To engage with/change any parental control settings or link a minor’s account to theirs, the parent must first know that the account exists, and subsequently know the

³⁰ Education, Roblox, <https://education.roblox.com/> (last visited Aug. 28, 2024).

³¹ Roblox Privacy and Cookie Policy, Roblox, <https://en.help.roblox.com/hc/en-us/articles/115004630823-Roblox-Privacy-and-Cookie-Policy> (last visited Apr. 8, 2025).

1 log in information of their minor.³²

2 125. Until 2024, Roblox Corp. did not provide parental controls for minors' screen time
3 and usage on Roblox. Roblox Corp. could have allowed parent-imposed time limits, but instead
4 chose not to allow parents to set time limits on their minor's Roblox account.

5 126. Roblox Corp. could, but does not, allow any users to set self-imposed time limits on
6 their Roblox account.

7 127. Further, once a user reaches the age of 13, parents can no longer impose parental
8 controls on their minor's account.³³

9 128. The only Roblox content that is restricted by ID verification is "Restricted content."
10 Though Roblox Corp. has imposed content limits on users under the age of 9, a minor under the
11 age of 9 could easily create an account with a fictitious birth date representing they are over 8 and
12 access most of Roblox's games. Without age verification at account creation and/or to view
13 specific content, a minor under 9 can easily bypass Roblox's restrictions.

14 129. At account setup, Roblox's website contains no warnings labels, banners, or
15 messaging informing minor users or their guardians of the known risks and harms stemming from
16 the excessive use of Roblox Corp.'s Product. Users are not provided with information regarding
17 potential physical and mental harm associated with compulsive gameplay.

18 130. During gameplay, there are no warnings labels, banners, or messaging informing
19 minor users of the known risks and harms stemming from the use of Roblox Corp.'s Product.
20 Users are not provided with information regarding potential physical and mental harm associated
21 with compulsive gameplay.

22 131. Roblox Corp., while touting safety as a core value of its company, chooses not to
23 implement meaningful safety features, understanding that changes in parental controls and safety
24

25 ³²Parents: How to Link Your Child's Account, Roblox, [https://en.help.roblox.com/hc/en-](https://en.help.roblox.com/hc/en-us/articles/30428321333140-Parents-How-to-Link-Your-Child-s-Account)
26 [us/articles/30428321333140-Parents-How-to-Link-Your-Child-s-Account](https://en.help.roblox.com/hc/en-us/articles/30428321333140-Parents-How-to-Link-Your-Child-s-Account) (last visited Apr. 8,
2025).

27 ³³What Happens As I Get Older On Roblox?, Roblox Support, [https://en.help.roblox.com/hc/en-](https://en.help.roblox.com/hc/en-us/articles/30428367965460-What-happens-as-I-get-older-on-Roblox#:~:text=In%20most%20regions%2C%20after%20a,limits%20will%20no%20longer%20ap)
28 [us/articles/30428367965460-What-happens-as-I-get-older-on-](https://en.help.roblox.com/hc/en-us/articles/30428367965460-What-happens-as-I-get-older-on-Roblox#:~:text=In%20most%20regions%2C%20after%20a,limits%20will%20no%20longer%20ap)
[Roblox#:~:text=In%20most%20regions%2C%20after%20a,limits%20will%20no%20longer%20ap](https://en.help.roblox.com/hc/en-us/articles/30428367965460-What-happens-as-I-get-older-on-Roblox#:~:text=In%20most%20regions%2C%20after%20a,limits%20will%20no%20longer%20ap)
[ply](https://en.help.roblox.com/hc/en-us/articles/30428367965460-What-happens-as-I-get-older-on-Roblox#:~:text=In%20most%20regions%2C%20after%20a,limits%20will%20no%20longer%20ap). (last visited Apr. 8, 2025).

features will reduce time spent in game and, ultimately, revenue.

D. Roblox Corp.’s Monetization of Intentionally Addictive Game Design

132. Roblox Corp. designed the game-creation aspect of its Product to allow users to create their own Roblox video games for play and purchase by other Roblox users, including minors. Though third parties create the games, Roblox Corp. profits from all monetary transactions that occur within these third-party created games.

133. Roblox Corp. constructed a “Creator Hub” on its website. The Creator Hub provides users with instructions (including “how-to” videos) from Roblox Corp. on how users can create their own Roblox games and also provides users with tools that enable or facilitate creation of their own Roblox games.

134. Users that create their own games are referred to as “Creators” or “Developers.”

135. Roblox Corp.’s website boasts that its top ten Developers made, on average, \$33.9 million in 2024.³⁴

136. Roblox Corp. reports its Developers have been collectively paid \$3.3 billion since 2018.³⁵

137. Roblox Corp. encourages creators to incorporate into games the tools that Roblox Corp. created, and makes available within Roblox’s game design studio. To assist in teaching current and potential Developers how to utilize Roblox’s tools and Roblox Studio, the Roblox Corp.’s Creator Hub includes literature under topics such as: “Publishing,” “Promotion,” and “Monetization.” The Creator Hub’s purpose is to teach potential creators “everything [they] need to know about creating on Roblox.”³⁶

138. The “Monetization” topic on the Creator Hub includes literature on monetization strategies, immersive ads, subscriptions, passes, developer Products, avatar items, engagement-

³⁴ *Earn on Roblox*, Roblox Creator Hub, <https://create.roblox.com/docs/production/earn-on-roblox> (last visited Apr. 8, 2025).

³⁵ *Id.*

³⁶ *Creation Overview*, Roblox Creator Hub, <https://create.roblox.com/docs/creation> (last visited Apr. 8, 2025).

1 based payouts, paid access, and private servers.³⁷

2 139. The Creator Hub discusses “Engagement-Based Payouts,” which lets the Developer
3 “earn Robux based on the share of time that Premium members engage in an experience.”³⁸

4 140. Roblox Corp.’s Creator Hub encourages Developers to keep users playing their
5 game(s) for as long as possible to increase the Developer’s profits, and in turn, Roblox Corp.’s.

6 141. The Creator Hub provides instructions on how Developers can access their “payout
7 data,” which will help the Developer “understand what factors drive Premium subscribers to
8 [their] experiences.”³⁹ Analytics on the website provide data and insight to grow a Developer’s
9 audience.⁴⁰

10 142. One of the tools Roblox Corp. created and is featured on Roblox’s Creator Hub is a
11 “season pass.” As described above, a season pass allows players to pay real-world money to
12 obtain access to exclusive items that are available to be purchased for a limited time through
13 points earned during game play. Compl. ¶ 78. Roblox Corp.’s Creator Hub encourages the use of
14 season passes to motivate players to continue playing Developers’ games, create a sense of
15 urgency regarding items offered for the season, and create anticipation for the next season to keep
16 players coming back.⁴¹

17 143. Roblox Corp. therefore encourages and gives step-by-step instructions for
18 Developers to incorporate Roblox’s harmful and addictive algorithms, programming, and
19 strategies, including microtransactions and features without warnings or time restrictions, as
20 described hereafter, into each of their games resulting in Roblox Corp. earning significant profits
21 from each game it helped design, host, and promote on its platform.

22 144. Beyond working with Developer to create additive games, Roblox Corp.
23

24 ³⁷ *Monetization*, Roblox Creator Hub, <https://create.roblox.com/docs/production/monetization> (last
25 visited Apr. 8, 2025).

26 ³⁸ *Engagement-Based Payouts*, Roblox Creator Hub,
<https://create.roblox.com/docs/production/monetization/engagement-based-payouts> (last visited
27 Apr. 8, 2025).

28 ³⁹ *Id.*
⁴⁰ Roblox Creator Hub, <https://create.roblox.com/> (last visited Apr. 8, 2025).

⁴¹ *Season Pass Design*, Roblox Creator Hub, <https://create.roblox.com/docs/production/game-design/season-pass-design> (last visited Apr. 8, 2025).

1 purposefully designed other features within its Product to intentionally addict users.

2 145. Roblox Corp. designed an achievement system within Roblox that rewards users for
3 completing various tasks or actions. These achievements are not based upon a user's time or
4 actions within a third-party game "experience," but rather the user's time and actions on Roblox's
5 platform itself. For example, a user playing Roblox can unlock an achievement for playing
6 Roblox for three days in a row, ten days in a row, and twenty days in a row. Likewise, users can
7 earn an achievement for playing Roblox for an hour. When the user unlocks an achievement, they
8 can see what percentage of other users have unlocked the achievement. This system is designed to
9 keep users engaged with the game, incentivize long periods of gaming repeated across multiple
10 days, and ultimately increase Roblox Corp.'s profits.

11 146. Roblox Corp. knows its Product incorporates addictive designs that pose risks of
12 causing users to develop dangerous and disordered use and overuse of the Product. In fact,
13 Roblox Corp. developed addictive strategies, game designs, and monetization schemes,
14 implemented them on the Roblox platform itself and then instructed those developing
15 "experiences" for its platform to incorporate those addictive features into their games that would
16 be offered to minors. Nonetheless, Roblox Corp. chose to not inform the consuming public at
17 large, users, or guardians of minors who are users, of such risks.

18 147. Upon information and belief, Roblox Corp. designed Roblox and the addictive
19 strategies, game designs, and monetization schemes offered in its game and game design studio in
20 conjunction with psychologists, neuroscientists, and other behavioral experts to intentionally
21 maximize the likelihood of addiction of minor and neurodivergent users.

22 148. Roblox Corp. admits to consulting child development experts for aspects of game
23 development.⁴²

24
25
26
27
28 ⁴² Allowed Experience Controls, Roblox, <https://en.help.roblox.com/hc/en-us/articles/8863284850196-Allowed-Experiences-Controls> (last visited Apr. 8, 2025).

How is an Age Recommendation determined?

Roblox's age recommendations are grounded in child development research and informed by industry standards. To determine which audiences an experience is generally suitable for, we examined global industry standards and consulted child development experts.

149. Roblox Corp. actively employs or has employed psychologists and behavioral experts within its People Science and Analytics department and User Experiences department.⁴³

150. The use of operant conditioning, the use of microtransactions within an otherwise free Product, a lack of warnings about the harms of use, no self-imposed limits on playtime, an achievement system that rewards prolonged and repeated gaming sessions, and other features described herein are all examples of Roblox Corp. employing harmful psychological tactics to take advantage of the chemical reward system of a user's brain (especially a minor or neurodivergent person) to create addictive engagement, despite Roblox Corp.'s knowledge that abuse and compulsive use of its Product by foreseeable users, *i.e.*, minors and neurodivergent individuals, can and did lead to users, including Plaintiff NATHAN GAY, suffering brain damage, addiction, withdrawal symptoms, negative consequences on cognitive processes, and other injuries. Roblox Corp. marketed and misrepresented Roblox as safe for all ages without warning of said risk of injury and addictive design, ultimately helping create and foster an epidemic of video game addiction in minors.

VII. Fortnite

A. Fortnite Gameplay Basics

151. Fortnite is an online video game and game platform designed, developed, and published by Epic Games.

152. Fortnite is free to play, making it easily accessible to all users, including minors.

153. Fortnite was first released in 2017 and is now available in three distinct game mode versions that share the same general design and engine.

⁴³ See, e.g., Erica Snow, LINKEDIN, <https://www.linkedin.com/in/erica-snow-phd-75272b39> (last visited Apr. 8, 2025); Philip Simmons, LINKEDIN, <https://www.linkedin.com/in/philippsimmons> (last visited Apr. 8, 2025); Carissa Kang, LINKEDIN, <https://www.linkedin.com/in/carissakang> (last visited Apr. 8, 2025).

154. Fortnite: Battle Royale is a free-to-play battle royale game in which up to 100 users fight in a progressively shrinking arena to be the last person standing. Users can play alone, in a duo, or in a “squad” of 3-4 players. When users land “inside the game,” the user must scavenge for weapons, items, resources, and vehicles while trying to stay alive, attack, and eliminate other users. Battle Royale is frequently Fortnite’s most popular game and is the game mode to which many attribute Fortnite’s success.⁴⁴

155. Fortnite: Save the World is a cooperative hybrid tower defense-shooter and survival game in which up to four users fight off zombie-like creatures and defend objects with traps and fortifications they can build. Users are awarded a number of in-game items from and during missions, including hero characters, weapon and trap schematics, and survivors, all of which can be leveled up through gained experience to improve their attributes. Save the World is the only pay-to-play game mode of the Fortnite franchise.

156. Fortnite Creative is a sandbox game mode in which users are given complete freedom to create worlds by spawning any item from Battle Royale on a personal island and can create games such as battle arenas, racecourses, platforming challenges, and more.

157. Each of Epic Games’s herein listed Fortnite Products has similar graphics, art assets, and game mechanics.

158. Fortnite has an average of 239 million monthly players and a peak of 15 million players in a day.⁴⁵

159. Less than two years after Fortnite’s release, the games had generated over \$9 billion in revenue through microtransactions and in-game purchases. In 2021 alone, Fortnite generated \$5.8 billion in revenue.⁴⁶

160. Fortnite game Products are monetized using V-Bucks: in-game currency that can be

⁴⁴ The Week Staff, *What is Fortnite and Why is it So Popular?*, The Week, <https://theweek.com/93700/fornite-battle-royale-news> (Aug. 3, 2018).

⁴⁵ This statistic is as of July 2023. *Fortnite Player Count: How Many People Play the Game?* The Econ. Times (Jul. 14, 2023), <https://economictimes.indiatimes.com/news/international/us/fornite-player-count-how-many-people-play-the-game/articleshow/101767141.cms?from=mdr>.

⁴⁶ Sunil Gill, *Fortnite Revenue, Player Count & Net Worth 2024*, Priori Data (Apr. 1, 2024), <https://prioridata.com/data/fornite-statistics/>.

1 purchased with real-world funds or earned through completing missions and other achievements
2 in Save the World.

3 161. Fortnite includes a feature called a “Battle Pass,” which is the same feature as a
4 “season pass” as described above. Compl. ¶ 78. The Battle Pass in Fortnite allows players to earn
5 various rewards by “levelling up” the Pass. Levelling up can be done by earning medals during
6 gameplay, completing challenges, and purchasing the levels with V-Bucks.⁴⁷ The purpose of the
7 Battle Pass is to keep players engaged in hours of gameplay trying to earn rewards, and to
8 increase profits for Epic Games through the purchase of in-game content.

9 **B. Fortnite’s Youth-Focused Partnerships Contradict Game Rating but Increase**
10 **Profits**

11 162. Fortnite’s Battle Royale and Save the World are rated T for Teen, *i.e.*, recommended
12 for individuals aged 13 and above. This does not mean younger children cannot play these games
13 or that Epic Games does not know that children under 13 are using Fortnite Products. Rather,
14 Epic Games is aware and markets Fortnite to consumers of all ages, and particularly to minors.

15 163. Despite its T rating, survey results from 2019 show that 53% of U.S. children aged
16 10-12 played Fortnite weekly, compared to 33% of U.S. teens aged 13-17.⁴⁸

17 164. Even though most Fortnite games are rated T, Fortnite (specifically Battle Royale)
18 has engaged in numerous in-game virtual collaborations with child-friendly entities such as
19 Disney, LEGO, Marvel, NERF, Air Jordan, DC Comics, PAC-MAN, the NFL, Ninja, Rocket
20 League, Ghostbusters, Star Wars, TRON, Neymar Jr., the NBA, LeBron James, Ariana Grande,
21 Naruto, Naomi Osaka, Indiana Jones, Dragon Ball, Spiderman, Batman, TikTok, The Nightmare
22 Before Christmas, Wreck-It Ralph, Lewis Hamilton, Teenage Mutant Ninja Turtles, Nike, Pirates
23
24
25

26 ⁴⁷ *What is the Battle Pass? Where Can I Learn More?*, Fortnite Support,
27 https://www.epicgames.com/help/en-US/c-Category_Fortnite/c-Fortnite_Gameplay/what-is-the-battle-pass-where-can-i-learn-more-a000084706 (last visited Apr. 8, 2025).

28 ⁴⁸ National Research Group, *Fortnite: The New Social Media?* (June 4, 2019), available at
https://assets.ctfassets.net/0o6s67aqvwnu/5z4ja8fNx2NputEG49AVWs/ff1f591ad988f9a30856bab68e3908bb/NRG_Fortnite_White_Paper.pdf.

of the Caribbean, and more.⁴⁹

165. Most, if not all, of these collaborations are geared towards a wide audience that unmistakably includes minors under the age of 13. Many young children watch Disney movies, play with LEGOs, or listen to the music of pop stars like Ariana Grande. Epic Games is explicitly and intentionally marketing its Fortnite games to young children by collaborating with the above entities.

166. Not only does Epic Games engage in in-game collaborations, but it also has physical merchandise it produces or sponsors, most of which are toys or children's items. For example, Epic Games creates Fortnite themed plastic toy loot boxes and battle boxes, action figures, NERF guns, trading cards, board games, motorized toy cars, LEGO sets, and Halloween costumes. Epic Games has partnered with children's toymakers like Hasbro to create some of these items.

167. Epic Games knows that young children play Fortnite.

168. Epic Games organizes its advertisement and collaboration strategies around the interests of young children. And in 2024, Epic Games's projected annual revenue is \$5.8 billion.⁵⁰ As a result of, in part, its partnership strategies, Epic Games will make a significant portion of that \$5.8 billion from young children and their families, while its partnerships further encourage children under 13 to keep using its Products.

C. **Fortnite was Designed with Intentionally Addictive Features**

169. Epic Games knows that minors and those who are susceptible to addiction are using its Product, but nonetheless chose to add features to its Product to intentionally addict such users.

170. Epic Games actively employs or has employed psychologists and behavioral experts within its User Experiences department and Online department.⁵¹

⁴⁹ Josh Taylor, *Every Single Fortnite Collab & Crossover in Battle Royale's History*, Dexerto (Aug. 26, 2024), <https://www.dexerto.com/fortnite/every-fortnite-collab-crossover-battle-royale-history-1645672/>.

⁵⁰ Josh Howarth, *Fortnite User and Growth Stats 2024*, Exploding Topics (Jul. 22, 2024), <https://explodingtopics.com/blog/fortnite-stats>.

⁵¹ See, e.g., Ben Taels, LINKEDIN, <https://www.linkedin.com/in/ben-taels-06913a15> (last visited Apr. 8, 2025); Celia Hodent, LINKEDIN, <https://www.linkedin.com/in/celiahodent> (last visited Apr. 8, 2025); *Video Games, Psychology, and the User Experience with Dr. Celia Hodent (Epic Games)*, NC State University Libraries, <https://www.lib.ncsu.edu/events/video-games-psychology->

171. Upon information and belief, Epic Games designed Fortnite in conjunction with psychologists and other behavioral experts to intentionally maximize the likelihood of addiction of minor and neurodivergent users.

172. Epic Games utilizes countless strategies to intentionally maximize the likelihood of addiction of its users. For example, Epic Games designed an achievement system within Fortnite that rewards users for completing various tasks or actions. One such achievement is earned when a user saves 10,000 survivors in successful missions. Another such achievement is unlocked when a user completes 1,000 missions. When the user unlocks an achievement, they can see what percentage of other users have unlocked the achievement. Many achievements are difficult to obtain and require hundreds of hours of gameplay to unlock. This system is designed to keep users engaged with the game, incentivize long periods of gaming over many days, and ultimately increase Epic Games' profits.

173. Likewise, as noted above, Epic Games designed a Battle Pass system that allows players to earn various time-limited in-game rewards and cosmetics by obtaining points through the completion of increasingly difficult challenges across repeated hours and sessions of gameplay or by spending real-world money through V-Bucks.

174. These addictive features found within Fortnite are intentionally designed and placed within the game to encourage continued and compulsive use, furthering user addiction.

D. Epic Games Deceptively Promises Safety and Educational Value in Fortnite

175. Epic Games assures users that it wants its Product to be a “safe . . . place for [users] to play games.”⁵²

176. Epic Games does not disclose to the public or the users of Fortnite any of the psychological tactics or addictive features it purposefully incorporates into its Product. Instead, Epic Games touts Fortnite as “educational” and markets it for use in the classroom.

[and-user-experience-dr-celia-hodent-epic-games#:~:text=Video%20Games%2C%20Psychology%2C%20and%20the,Games\)%20%7C%20NC%20State%20University%20Libraries](#) (Feb. 2, 2016); Katelyn Procci, LINKEDIN, <https://www.linkedin.com/in/katelynprocci> (last visited Apr. 8, 2025).
⁵² *Epic Games: Community Rules*, Epic Games, <https://www.epicgames.com/site/en-US/community-rules> (last visited Apr. 8, 2025).

177. On its website, Epic Games even offers “Free Fortnite lesson plans” to educators on subjects ranging from history, geography, and programming.⁵³



178. Epic Games joined the Family Online Safety Institute (“FOSI”) in 2023, stating it wants to “support [FOSI’s] work to keep kids safe online.” Epic Games’s Senior Director of Public Policy represents Epic Games wants to “be on the forefront of creating fun and safe games and experiences for people of all ages,” emphasizing its alleged focus on the importance of safety for children playing its games, including Fortnite.⁵⁴

179. Despite assurances of safety, the addictive properties and design features, as alleged herein, of Fortnite are so dangerous to users, and especially minors, that several health and behavioral centers across the country have published resources for parents specifically warning about Fortnite addiction.⁵⁵ Many health experts have concluded that Fortnite is more addictive than heroin and other illegal drugs.⁵⁶

180. Despite these third-party warnings of the dangers of Fortnite, Epic Games has failed to disclose the risks of harm purposefully built into Fortnite, and has failed to protect minor users

⁵³ Education, Epic Games, <https://dev.epicgames.com/documentation/en-us/fortnite-creative/education-in-fortnite-creative> (last visited Apr. 8, 2025).

⁵⁴ Epic Games Joins the Family Online Safety Institute, FOSI (Nov. 28, 2023), <https://www.fosi.org/about-press/epic-games-joins-the-family-online-safety-institute>.

⁵⁵ Rachel Ehmke, *A Parent’s Guide to Dealing With Fortnite*, Child Mind Institute, <https://childmind.org/article/parents-guide-dealing-fortnite/> (last visited Aug. 26, 2024).

⁵⁶ Health Experts: Video Game “Fortnite” Can Be Addictive As Heroin, KRON ABC 8 News (Sep. 29, 2018), <https://www.wric.com/news/whats-trending/health-experts-video-game-fortnite-can-be-addictive-as-heroin/>.

1 using its Product. While Fortnite does feature some parental controls, they are grossly deficient.
2 Although minor accounts automatically restrict some in-game communication, there is no age
3 verification process. If a minor who is under 13 wants to sign up with a fictitious birth date, they
4 can, and can play Fortnite without the restrictions of an account where the user represents they are
5 under 13.

6 181. Fortnite could, but chooses not to, require express parental consent for minors under
7 13 to create an account. If a minor under 13 creates an account, they can still access most game
8 content and purchase items.

9 182. Fortnite imposes a daily spending limit on minors under 13, however, that limit is
10 \$100 per *day*.⁵⁷ A minor under 13 could spend \$36,500 on Fortnite in a year without any parental
11 consent or permission.

12 183. While Fortnite imposes *some* automatic restrictions on minor's accounts if the user is
13 under 13, the parental controls and restrictions can only be accessed via the minor's account. To
14 engage with/change any parental control settings, the parent must first know that the account
15 exists, and subsequently know the log in information of their minor.

16 184. Epic Games does not provide parental controls regarding screen time, gameplay,
17 and/or usage. Epic Games could, but chooses not to, allow parents to set time limits on their
18 minor's Fortnite account. Epic Games also could, but does not, allow users to set self-imposed
19 time limits on their Fortnite account.

20 185. At account setup, Fortnite's website contains no warnings labels, banners, or
21 messaging informing minor users or their guardian's of the known risks and harms stemming
22 from the excessive use of Epic Games's Product. Users are not provided with information
23 regarding potential physical and mental harm associated with gameplay.

24 186. During gameplay, there are no warnings labels, banners, or messaging informing
25 minor users or their guardian's of the known risks and harms stemming from the use of Epic
26

27 ⁵⁷ Daily Spending Limits For Players Under 13, Epic Games, [https://www.epicgames.com/help/en-](https://www.epicgames.com/help/en-US/c-Category_EpicAccount/c-EpicAccounts_ParentalControls/daily-spending-limits-for-players-under-13-a000085524)
28 [US/c-Category_EpicAccount/c-EpicAccounts_ParentalControls/daily-spending-limits-for-players-](https://www.epicgames.com/help/en-US/c-Category_EpicAccount/c-EpicAccounts_ParentalControls/daily-spending-limits-for-players-under-13-a000085524)
[under-13-a000085524](https://www.epicgames.com/help/en-US/c-Category_EpicAccount/c-EpicAccounts_ParentalControls/daily-spending-limits-for-players-under-13-a000085524) (last visited Apr. 8, 2025).

1 Games's Product. Users are not provided with information regarding potential physical and
2 mental harm associated with gameplay.

3 187. Epic Games designed and developed Fortnite games with the use of addictive
4 operant conditioning to make users want to keep using the Product more and more.

5 188. The team that developed Fortnite includes psychologists, statisticians, analysts, and
6 coordinators who worked for nearly four years to develop a Product that was as addictive as
7 possible.

8 189. Upon information and belief, Epic Games has licensed patented addictive
9 technologies from other video game developers and publishers to include additional addictive
10 features in Fortnite.

11 190. Engaging and addicting users who are minors early and in environments such as
12 their classroom increases Epic Games's revenue through continued use of Fortnite by young
13 users, at the expense of these users' mental and physical health.

14 191. Epic Games knew that its Fortnite Product contained an inherent risk of abuse,
15 addiction and compulsive use by minors and the harms that arise therefrom, but instead of
16 disclosing such harms, Epic Games marketed Fortnite as "educational" and safe for use by minors
17 (inside and outside the classroom).

18 192. The use of operant conditioning, the use of microtransactions within an otherwise
19 free Product, a lack of warnings about the harms of use, no self-imposed limits on playtime, an
20 achievement system that rewards prolonged and repeated gaming sessions, and other features
21 described herein are all examples of Epic Games designing Fortnite with harmful psychological
22 tactics to take advantage of the chemical reward system of a user's brain (especially a minor or
23 neurodivergent person) and to create addictive engagement, despite Epic Games' knowledge that
24 abuse and compulsive use of its Product by foreseeable users, *i.e.*, minors and neurodivergent
25 individuals, can and did lead to users, including Plaintiff NATHAN GAY, suffering brain
26 damage, addiction, withdrawal symptoms, negative consequences on cognitive processes, and
27 other injuries. Epic Games marketed and misrepresented Fortnite as safe for all ages without
28 warning of said risk of injury and addictive design, ultimately helping create and foster an

1 epidemic of video game addiction in minors.

2 **VIII. Minecraft**

3 **A. Mojang and Microsoft Design, Develop, and Market Minecraft**

4 193. Minecraft was first developed and released by Mojang in November 2011.

5 194. In September 2014, Microsoft acquired Mojang and its intellectual property
6 (including Minecraft).

7 195. After its acquisition of Mojang, Microsoft has been directly and actively involved
8 with Mojang in the design, development, testing, production, manufacture, labeling, marketing,
9 advertising, promotion, supply, sale, and distribution of Minecraft. Indeed, since acquiring Mojang,
10 Microsoft has overseen over 125 updates to Minecraft.

11 196. To date, over 300 million copies of Minecraft have been sold,⁵⁸ and the game
12 averages around 200 million players per month.⁵⁹

13 **B. Minecraft Gameplay Basics**

14 197. Minecraft is a 3D sandbox game that can be played on a PC, various gaming
15 consoles including Xbox, and mobile devices.

16 198. Minecraft's visual design is simple, using blocky, pixelated graphics, and basic
17 colors.

18 199. The game itself is easy for users to learn and understand. Gameplay involves the
19 user's character collecting resources, exploring the Minecraft world, crafting items, and trying to
20 survive. The Minecraft world is virtually infinite and is generated based on the user's exploration.

21 200. There are multiple game modes, including survival mode and creative mode. Users
22 in survival mode must gather resources to build structures and maintain their health while
23 avoiding attacks from monsters known as "mobs." Users in creative mode have access to

24
25 ⁵⁸ Britney Nguyen, *Minecraft Just Surpassed 300 Million Sales—Here's The Only Video Game Still*
26 *Beating It*, Forbes (Oct. 16, 2023),
27 [https://www.forbes.com/sites/britneynguyen/2023/10/16/minecraft-just-surpassed-300-million-](https://www.forbes.com/sites/britneynguyen/2023/10/16/minecraft-just-surpassed-300-million-sales-heres-the-only-video-game-still-beating-it/#:~:text=Minecraft%20has%20reached%20over%20300,Minecraft%20Live%202023%20this%20weekend.)
28 [sales-heres-the-only-video-game-still-beating-](https://www.forbes.com/sites/britneynguyen/2023/10/16/minecraft-just-surpassed-300-million-sales-heres-the-only-video-game-still-beating-it/#:~:text=Minecraft%20has%20reached%20over%20300,Minecraft%20Live%202023%20this%20weekend.)
29 [it/#:~:text=Minecraft%20has%20reached%20over%20300,Minecraft%20Live%202023%20this%20weekend.](https://www.forbes.com/sites/britneynguyen/2023/10/16/minecraft-just-surpassed-300-million-sales-heres-the-only-video-game-still-beating-it/#:~:text=Minecraft%20has%20reached%20over%20300,Minecraft%20Live%202023%20this%20weekend.)

30 ⁵⁹ Spencer Whitworth, *Minecraft Live Player Count (September 2024)*, Sportskeeda (Apr. 1, 2025),
31 <https://www.sportskeeda.com/minecraft/minecraft-live-player-count>.

1 unlimited resources they can use to craft items or create structures. Within the creative game
2 mode, the user cannot get hurt by attacking “mobs.” Each game mode offers slightly different
3 building abilities and access to resources.

4 201. Minecraft users are encouraged to join different “worlds,” which can include
5 multiplayer or single-player worlds depending on what kind of world the user enters. To generate
6 a world to play in, users utilize “seeds” which are essentially computer codes. Once a player
7 enters a seed, the code creates a world for the user to explore. The seed shapes the landscape of
8 the world.

9 202. The exact structures of most worlds are unique to that world, but worlds created with
10 the same seed will be identical. Users can share seeds with friends so the friends can create the
11 same world using that seed.

12 203. Mojang and Microsoft designed Minecraft with multiplayer options, allowing
13 players to interact and communicate with each other in the game world.

14 204. There are different versions of Minecraft available for play depending on the
15 platform used. The original version of Minecraft, now called “Minecraft Java,” is available for
16 play on a PC. The most popular version of Minecraft, and the version available on most
17 platforms, is called “Minecraft Bedrock.” Minecraft Java and Minecraft Bedrock are similar;
18 however, the Bedrock version is still currently updated and has additional features that Minecraft
19 Java does not have.

20 205. In order to play Minecraft, users must purchase the game and create a Minecraft
21 account.

22 206. To create a Minecraft account, users must input a pre-existing Microsoft account, or
23 create a Microsoft account, and choose a password. Users of any age can create a Minecraft
24 account. There is no age verification upon sign-up on the Minecraft website.

25 207. Minecraft has its own form of currency called “Minecoins.” One Minecoin is worth
26 less than one US dollar. Minecoins can only be purchased with real currency.

27 208. Minecoins can be used to purchase various in-game features such as new skins for
28 the user’s avatar, “texture packs” that change the appearance of building blocks within the game,

1 “mash-up packs” that allow users to enter themed worlds with special textures and skins, mini
2 games, and access to new adventures via adventure maps.⁶⁰

3 209. In addition to the base game, users can purchase a “Marketplace Pass” for \$3.99 per
4 month. The Pass allows subscribers to “[p]lay 150+ pieces of exciting content,...dive into worlds,
5 mash-ups, skins packs, texture packs, and more.” New content is added every month to the Pass.⁶¹

6 210. Users can also purchase a “Realms Subscription” which allows them to run their
7 own Minecraft server and share their Marketplace Pass items with up to 10 friends. A Realms
8 Subscription starts at \$3.99 per month.

9 211. In 2024, Minecraft brought Microsoft and Mojang approximately \$220,000,000.00
10 in revenue.⁶²

11 **C. Minecraft Markets to Young Children to Increase Profits**

12 212. Minecraft is rated as safe for children 10 and older by the Entertainment Software
13 Rating Board (“ESRB”), which is the leading game-rating system for games in the United States.

14 213. Nonetheless, Microsoft and Mojang know that much of Minecraft’s player base is
15 younger than 10.

16 214. Studies have shown that approximately 53% of children aged 6 to 8 and 68% of
17 children aged 9 to 12 play Minecraft.⁶³

18 215. Despite Minecraft’s age rating, Minecraft has engaged in numerous in-game virtual
19 and physical product collaborations with child-friendly entities such as LEGO, Avengers,
20 Guardians of the Galaxy, Spiderman, Moana, Star Wars, Sonic the Hedgehog, Super Smash
21 Bros., The Incredibles, Angry Birds, Frozen, Ice Age, Sponge Bob Square Pants, Toy Story,

24 ⁶⁰ *Minecraft Marketplace*, Minecraft, <https://www.minecraft.net/en-us/marketplace> (last visited
25 Apr. 8, 2025).

26 ⁶¹ *Minecraft Marketplace Pass*, Minecraft, [https://www.minecraft.net/en-
us/marketplace/marketplace-pass](https://www.minecraft.net/en-us/marketplace/marketplace-pass) (last visited Apr. 8, 2025).

27 ⁶² David Curry, *Minecraft Revenue and Usage Statistics (2024)*, Bus. of Apps (Jan. 10, 2024),
<https://www.businessofapps.com/data/minecraft-statistics/>.

28 ⁶³ Jane Mavoa & Marcus Carter, *Minecraft Teaches Kids About Tech, But There’s A Gender
Imbalance At Play*, The Conversation (Jan. 16, 2018), [https://theconversation.com/minecraft-
teaches-kids-about-tech-but-theres-a-gender-imbalance-at-play-89496](https://theconversation.com/minecraft-teaches-kids-about-tech-but-theres-a-gender-imbalance-at-play-89496).

1 Minions, Power Rangers, Fortnite, and more.⁶⁴

2 216. Most, if not all, of these collaborations are geared towards a wide audience that
3 unmistakably includes minors under the age of 10. Many young children watch Disney movies or
4 play with LEGOs or Hot Wheels. Microsoft and Mojang explicitly and intentionally market
5 Minecraft to young children by collaborating with the above entities.

6 217. In addition to virtual collaborations, Microsoft and Mojang also have physical
7 Minecraft merchandise they produce or sponsor, most of which are toys or children's items. For
8 example, Microsoft and Mojang have created a kids educational touchscreen smart watch; an
9 LED lamp that looks like a Minecraft torch; a glitter motion light; plush toys based on Minecraft
10 characters; Minecraft themed LEGO sets, action figures, board games, and Hot Wheels; foam
11 weapons; clothing; pajamas; and Halloween costumes. Minecraft also has a line of books for
12 children as young as five that are intended to teach children how to read.

13 218. Microsoft and Mojang organize their advertisement and collaboration strategies
14 around the interests of young children and make a significant portion of their revenue from young
15 children and their families.

16 **D. Microsoft and Mojang Deceptively Promise Safety and Educational Value in**
17 **Minecraft**

18 219. Microsoft and Mojang do not adequately inform users of the inherent risks involved
19 with using and playing Minecraft or that the Product was designed to make users play more to
20 their potential harm.

21 220. Instead, Minecraft's website provides users, potential users, and guardians with false
22 assurances of safety. For example, Microsoft and Mojang state that:

- 23 a. they "hold [them]selves accountable for making Minecraft as safe as possible
24 for everyone."⁶⁵
25 b. it is "so important that [their] games are a safe and welcoming place for all
26

27 ⁶⁴ *Category: Collaborations*, Minecraft Wiki, <https://minecraft.wiki/w/Category:Collaborations>
(last visited Sept. 26, 2024).

28 ⁶⁵ *Minecraft Help Center – General Safety*, Minecraft, <https://help.minecraft.net/hc/en-us/articles/8047895358605> (last visited Apr. 8, 2025).

1 players.”⁶⁶

2 c. “player safety is a priority for Mojang to ensure everyone feels safe.”⁶⁷

3 d. their “community standards help [them] build a community that is open and safe
4 for everyone.”⁶⁸

5 221. Minecraft does feature some parental controls, but they are grossly deficient. While
6 minor accounts for children younger than 16 are automatically created with some restrictions on
7 in-game communications and other features, there is no age verification process. If a minor who is
8 under 16 wants to create a Minecraft account with a fictitious birth date, they can, and can then
9 create an account and play Minecraft without the restrictions of an account where a user
10 represents they are under 16.

11 222. Microsoft and Mojang could, but choose not to, require express parental consent for
12 minors under 16 to create an account. If a minor under 16 creates an account, they can still access
13 almost all game content and purchase items. There is no daily spending limit automatically
14 imposed on any minor accounts.

15 223. Guardians can access parental controls to change the automatic restrictions set by
16 Microsoft and Mojang if their minor is under 16, however, such features are only available if a
17 parent creates their own account and links it to the minor’s account. To engage with/change any
18 parental control settings, the parent must first know the account exists, and subsequently know the
19 gamertag information to link their account to their minor’s account.

20 224. Microsoft and Mojang do not provide parental controls within Minecraft regarding
21 screen time, gameplay, and/or usage. Microsoft and Mojang could, but choose not to, allow
22 parents to set time limits on their minor’s Minecraft account. Microsoft and Mojang also could,
23 but do not, allow any users to set self-imposed time limits on their Minecraft account.

24 225. At account setup, Minecraft’s website contains no warnings labels, banners, or
25

26 ⁶⁶ *Id.*

27 ⁶⁷ *Community Standards for Minecraft*, Minecraft, <https://www.minecraft.net/en-us/community-standards> (last visited Apr. 8, 2025).

28 ⁶⁸ *Minecraft End(er)-User License Agreement (“EULA”)*, Minecraft, <https://www.minecraft.net/en-us/eula> (last visited Apr. 8, 2025).

1 messaging informing minor users of the known risks and harms stemming from excessive use of
 2 Microsoft and Mojang's Product. Users are not provided with information regarding potential
 3 physical and mental harm associated with gameplay.

4 226. During gameplay, there are no warnings labels, banners, or messaging informing
 5 minor users or their guardians of the known risks and harms stemming from the use of Microsoft
 6 and Mojang's Product. Users are not provided with information regarding potential physical and
 7 mental harm associated with gameplay.

8 227. Microsoft and Mojang do not adequately inform, or inform at all, users of the
 9 inherent risks involved with using Minecraft, specifically including that Minecraft was designed
 10 to addict users to their extreme harm and detriment.

11 228. Microsoft and Mojang do not disclose to the public or users of Minecraft any of the
 12 psychological tactics or addictive features they purposefully incorporate into their Product.
 13 Instead, Microsoft and Mojang tout their Minecraft game as educational and have developed
 14 Minecraft: Education Edition for use in the classroom.

15 229. Minecraft: Education Edition ("Minecraft Education") is a game-based learning
 16 platform. Minecraft Education uses the Minecraft graphics with "features built specifically for
 17 learning environments." It includes over "600 standards-aligned lessons,"⁶⁹ and includes
 18 coursework across various subjects.⁷⁰

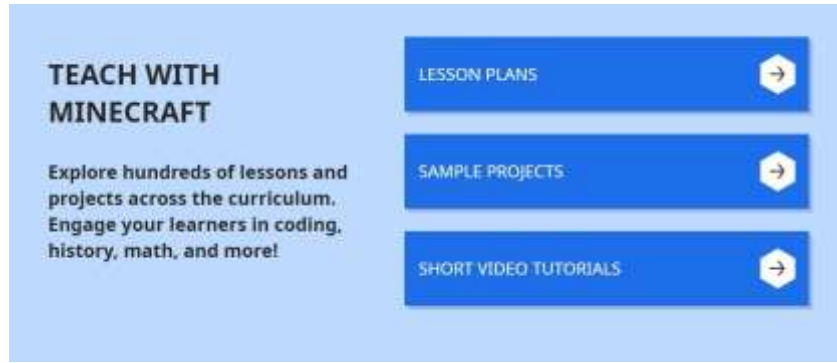
19 230. Though Minecraft's age-rating is for children 10 and older, Minecraft Education has
 20 lesson plans for children as young as 5⁷¹, and encourages school leaders, educators, and parents to
 21 use Minecraft. Minecraft Education provides resources so educators can "learn to teach with
 22 Minecraft."⁷²

24 ⁶⁹ *What is Minecraft Education?*, Minecraft Education, [https://education.minecraft.net/en-](https://education.minecraft.net/en-us/discover/what-is-minecraft)
 25 [us/discover/what-is-minecraft](https://education.minecraft.net/en-us/discover/what-is-minecraft) (last visited Apr. 8, 2025).

26 ⁷⁰ *Minecraft Education For Educators: Get Started*, Minecraft Education,
 27 <https://education.minecraft.net/en-us/get-started/educators> (last visited Apr. 8, 2025).

28 ⁷¹ Minecraft's own website states "[s]oon students from kindergarten to graduation can utilize
 Minecraft Education." *Back to School Preview: Make it Minecraft!*, Minecraft Education (Apr. 8,
 2025), <https://education.minecraft.net/en-us/blog/back-school-preview-make-it-minecraft>.

⁷² *Minecraft Education For Educators: Get Started*, Minecraft Education,
<https://education.minecraft.net/en-us/get-started/educators> (last visited Apr. 8, 2025).



231. The use of Minecraft Education introduces children to the game that are years younger than Minecraft's age rating.

E. Minecraft was Designed with Intentionally Addictive Features

232. Microsoft and Mojang know that minors and those who are susceptible to addiction are using their Product, but nonetheless chose to add features to Minecraft to intentionally addict such users.

233. Upon information and belief, Microsoft and Mojang actively employ or have employed psychologists and behavioral experts to work on Minecraft development.

234. Upon information and belief, Microsoft and Mojang designed Minecraft in conjunction with psychologists, neuroscientists, and other behavioral experts to ensure the addiction of minor and neurodivergent users.

235. Upon information and belief, Microsoft and Mojang have licensed patented addictive technologies from other video game developers and publishers to include additional addictive features in the Minecraft Product.

236. One example of an intentionally addictive feature within Minecraft is a specific in-game reward system known as "advancements" or "achievements" created by Microsoft and Mojang in order to incentivize players to engage in repeated and prolonged sessions playing Minecraft.

237. In Minecraft Java, when a user completes a specific action or "advancement," they



1 receive a number of “Experience Orbs” or “EXP” or “XP”, which are used like a currency to
2 enhance user’s in-game equipment and reach new levels of the game. XP is gained by performing
3 specific tasks, like successfully defending a village from a raid or killing a hostile monster.⁷³

4 238. When a user obtains enough XP, they can “level up,” meaning the user’s character
5 advances to a higher level, becomes more powerful, and gains access to new talents and
6 equipment.⁷⁴

7 239. In Minecraft Bedrock, when a user completes a specific action or task, they receive
8 an achievement or trophy. The achievement is then logged in the player’s Minecraft account.
9 Most achievements provide in-game rewards such as creator items or emotes when unlocked.

10 240. Not all advancements and achievements are equally easy to obtain. Instead,
11 Microsoft and Mojang have intentionally created advancements and achievements that incentivize
12 many hours and/or days of gameplay. By way of example, Microsoft and Mojang chose to reward
13 players for playing Minecraft for 100 days, playing underwater for 10 minutes, building maps
14 from pieces hidden throughout the game, trading 1,000 emeralds, collecting a surplus of
15 resources, and more. These achievements can take countless hours across many days to unlock
16 due to the complexity and/or time-consuming nature of the steps needed to unlock the
17 achievement.

18 241. This reward system creates addictive engagement and encourages players to
19 continue gameplay.

20 242. Microsoft and Mojang knew that its Minecraft Product contained an inherent risk of
21 abuse, addiction, and compulsive use by minors and the harms that arise therefrom, but instead of
22 disclosing such harms Microsoft and Mojang marketed and misrepresented Minecraft as
23 “educational” and safe for use by minors.

24 243. The use of operant conditioning, a lack of warnings about the harms of use, no
25

26 ⁷³ *Advancement*, Minecraft Wiki, <https://minecraft.fandom.com/wiki/Advancement> (last visited
27 Mar. 24, 2025).

28 ⁷⁴ *How to Earn Experience Points & Level Up in Minecraft*, (Jan. 24, 2022),
<https://www.dummies.com/article/home-auto-hobbies/games/online-games/minecraft/how-to-earn-experience-points-and-level-up-210066/>.

option for self-imposed limits on playtime, an achievement system that rewards prolonged and repeated gaming sessions, and other features described herein are all examples of Microsoft and Mojang designing Minecraft with harmful psychological tactics to take advantage of the chemical reward system of a user's brain (especially a minor or neurodivergent person) to create addictive engagement, despite Microsoft and Mojang's knowledge that abuse and compulsive use of its Product by foreseeable users, *i.e.*, minors and neurodivergent individuals, can and did lead to users, including Plaintiff NATHAN GAY, suffering brain damage, addiction, withdrawal symptoms, negative consequences on cognitive processes, and other injuries. Microsoft and Mojang marketed and misrepresented Minecraft as safe for all ages without warning of said risk of injury and addictive design, ultimately helping create and foster an epidemic of video game addiction in minors.

IX. Microsoft's Xbox and Xbox Products

A. Xbox Product Basics

244. Xbox is a video gaming brand, owned and operated by Microsoft, that consists of Xbox gaming consoles, as well as online video gaming through the Xbox network, Xbox Game Pass, and Xbox Cloud Gaming.

245. Each version of the Xbox console provides users with the ability to play video games using a hard copy of the video game, a digital copy downloaded from the Microsoft Store (also known as Xbox Games Store, hereinafter "Xbox Store"), using the Xbox Network (formerly known as Xbox Live), and/or using Xbox Game Pass or Cloud Gaming.

246. Microsoft developed and maintains the Xbox Store – a product-platform through which users can purchase thousands of games to be stored on their console through digital download, and for use with its Xbox consoles.

247. Though third parties create many of the games available in the Xbox Store, Microsoft profits from all monetary transactions that occur within the store, taking thirty percent

1 of revenue from sales of third-party console games.⁷⁵

2 248. Likewise, Microsoft profits from all monetary transactions that occur within the
3 third-party games played on its Xbox Platform.

4 249. Microsoft markets the Xbox Store as “safer for the whole family” to use:



12 250. Microsoft also touts that:

- 13 a. “Xbox strives to create a safer gaming experience for you and your family.”⁷⁶
14 b. “[Xbox holds itself] accountable for making our platforms as safe as possible for
15 all players.”⁷⁷
16 c. “[Xbox] will promote the availability of our safety tools through our platforms,
17 support channels, services, on our websites and in retail stores to reach more
18 players and parents.”⁷⁸

19 251. The Xbox Network is an online multiplayer gaming service created and operated by
20 Microsoft for use with its Xbox consoles. The Xbox Network includes the Xbox Store and Xbox
21 Cloud Gaming.

22 252. Xbox Cloud Gaming or Game Pass is operated by linking a device, either a console,
23

24 ⁷⁵ Tom Warren, *Microsoft Explored Reducing its Xbox Store Cut to Shake Up Console Gaming*,
The Verge (Mar. 2, 2021), [https://www.theverge.com/2021/5/2/22415712/microsoft-xbox-store-](https://www.theverge.com/2021/5/2/22415712/microsoft-xbox-store-cut-epic-games-court-documents)
25 [cut-epic-games-court-documents](https://www.theverge.com/2021/5/2/22415712/microsoft-xbox-store-cut-epic-games-court-documents).

26 ⁷⁶ *Family-Friendly Gaming for Everyone*, Xbox, [https://www.xbox.com/en-US/family-](https://www.xbox.com/en-US/family-hub#:~:text=FAMILY%2DFRIENDLY%20GAMING%20FOR%20EVERYONE&text=Xbox%20strives%20to%20create%20a,Windows%2C%20and%20Xbox%20mobile%20apps)
27 [hub#:~:text=FAMILY%2DFRIENDLY%20GAMING%20FOR%20EVERYONE&text=Xbox%20](https://www.xbox.com/en-US/family-hub#:~:text=FAMILY%2DFRIENDLY%20GAMING%20FOR%20EVERYONE&text=Xbox%20strives%20to%20create%20a,Windows%2C%20and%20Xbox%20mobile%20apps)
28 [strives%20to%20create%20a,Windows%2C%20and%20Xbox%20mobile%20apps](https://www.xbox.com/en-US/family-hub#:~:text=FAMILY%2DFRIENDLY%20GAMING%20FOR%20EVERYONE&text=Xbox%20strives%20to%20create%20a,Windows%2C%20and%20Xbox%20mobile%20apps) (last visited
Apr. 8, 2025).

⁷⁷ Dave McCarthy, *Our Shared Commitment to Safer Gaming*, Xbox, Dec. 14, 2020,
<https://www.xbox.com/en-US/family-hub/safety-principles>.

⁷⁸ *Id.*

1 tablet, phone, or computer, to a remote server in the cloud. Gameplay is saved in the cloud and
 2 can be accessed and used from numerous devices at any given location. Thousands of games are
 3 available in the Xbox Cloud Gaming and Xbox Network library, including Roblox, Fortnite, and
 4 Minecraft.

5 **B. Microsoft Employs a Game-Like Achievement System On Its Platforms that**
 6 **Causes and/or Exacerbates Compulsive Game Use.**

7 253. Microsoft knows that third-party games targeted to minors – such as Roblox,
 8 Fortnite, and Minecraft – are available on its Xbox Platform. Microsoft is therefore aware that
 9 minors and those who are susceptible to addiction are using its Xbox Platform. Nonetheless,
 10 Microsoft chose to add features to its Xbox Platform that intentionally addict such users.

11 254. Microsoft actively employs or has employed psychologists and neuroscientists
 12 within its Xbox User Research and Xbox Player Experiences & Platform departments.⁷⁹

13 255. Upon information and belief, through the use of such psychologists and
 14 neuroscientists, Microsoft developed and implemented design features to keep users compulsively
 15 and addictively engaged with its platform, despite its knowledge that abuse, addiction, and
 16 compulsive use by minors can lead to brain damage and injury, including but not limited to
 17 dissociative behavior, withdrawal symptoms, social isolation, negative consequences on cognitive
 18 processes, and other harmful effects.

19 256. For example, within its Xbox Products, Microsoft developed and implemented a
 20 program called the Xbox achievement system (“Xbox achievements” or “achievements”). Xbox
 21 achievements is a game-like program that tracks the amount of time a player spends in third-party
 22 games on the Xbox platform and the player’s actions within those games.

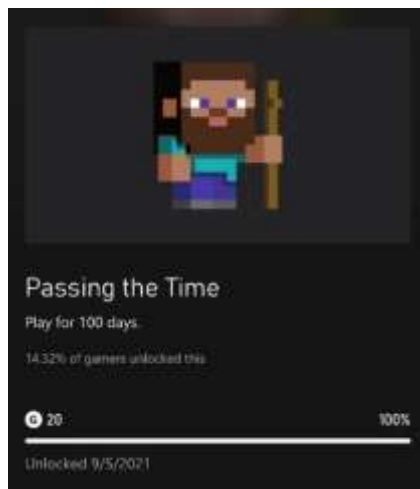
23 257. Microsoft encourages game developers to use its achievement system by creating
 24 tasks for players to accomplish within their respective games.

25
 26 ⁷⁹ See Deborah Hendersen, LINKEDIN, <https://www.linkedin.com/in/deborahjohendersen> (last
 27 visited Apr. 8, 2025); Todd Kelley, LINKEDIN, <https://www.linkedin.com/in/toddakelley> (last
 28 visited Apr. 8, 2025); Carolina Labbé, LINKEDIN, <https://cl.linkedin.com/in/carolinalabbe> (last
 visited Apr. 8, 2025); Emily Joseph, LINKEDIN, https://www.linkedin.com/in/emilymjoeph1?trk=public_post_feed-actor-name (last Apr. 8, 2025).

258. Microsoft makes available to all users the achievements that are available within the games they are playing.

259. Many of the achievements created within Microsoft's achievement system are met by players spending excessive time in-game. For example, a player can earn the Minecraft "Passing the Time" achievement by playing Minecraft on Xbox for 100 days. Likewise, Roblox achievements include "Marathon" for playing Roblox for an hour, "3 Day Roll" for playing Roblox three days in a row, "10 Day Roll" for playing Roblox ten days in a row, and "20 Day Roll" for playing Roblox 20 days in a row. Similarly, Fortnite includes the "Talented Builder" achievement for building 500,000 structures within the game.

260. Within each user's Xbox profile, an "achievements" tab displays each game where the user has obtained an achievement. Within the achievements tab, each game shows the percentage of other players who have unlocked the same achievement, and the date it was unlocked:



261. If a user has their Xbox Platform on, but fails to engage with it for a length of time, Microsoft displays a screensaver that highlights a user's progress in unlocking achievements within a third-party's game.

262. When these achievements are earned, *Microsoft* – not the third-party games – notifies the player with a console based – not game based – message. This console based message is akin to the lights and sounds of a slot machine in a casino. Microsoft plays a reward-signifying

1 noise and displays a bright message on the screen highlighting the player's accomplishment:



9 263. Xbox achievements are categorized as either standard achievements or rare
10 achievements. When a rare achievement is unlocked, the graphic displayed on the user's screen
11 in-game indicates that the achievement is rare. A rare achievement is one that less than 10% of
12 users have unlocked.

13 264. In addition to such messages, Microsoft awards players a "Gamerscore" for each
14 achievement earned. In game-like fashion, Microsoft tabulates each player's Gamerscore for the
15 achievements earned across all games played on the Xbox platform and displays that score for all
16 other users to see.

17 265. While Xbox achievements earned and a player's Gamerscore can be an indication to
18 other users and friends about how much and how well a user has played, Microsoft's purpose for
19 implementing Xbox achievements goes beyond the social aspects of gaming. Rather, Microsoft
20 created the Xbox achievement system in order to incentivize extended and continued gameplay on
21 its platform, resulting in more purchases of in-game or of third-party games, all of which increase
22 Microsoft's profits.

23 266. Microsoft's Platform does not contain any warnings about the general harmful
24 nature of its achievement system or general gaming addiction. At account setup, the Xbox website
25 contains no warnings labels, banners, or messaging informing minor users of the known risks and
26 harms stemming from the use of the Xbox platform. Users are not provided with information
27 regarding potential physical and mental harm associated with use of the platform, including stress,
28 aggressive behavior, verbal memory deficiency, depression, lowered cognitive abilities, sleeping

1 disorders, anxiety, and behavioral addiction disorders at account setup or at any time during
2 usage. Users are not provided with information regarding potential physical and mental harm
3 associated with use of its platform.

4 267. Microsoft could, but chooses not to, provide warnings about the harms of use of its
5 platform without any changes to the achievement system or the content of the achievements.

6 268. Microsoft could, but chooses not to, implement user protections or safeguards, such
7 as user-imposed time limits on gameplay, increased age verification at account setup, and
8 automatic parental controls imposed when a minor creates an Xbox account.

9 **C. Microsoft's Xbox Products Do Not Include Adequate Parental Controls**

10 269. To make an Xbox profile, users must first create a Microsoft account, or link to a
11 pre-existing Microsoft account.

12 270. If a user already has a Microsoft account, no age verification is required to create an
13 Xbox profile.

14 271. Most parental controls are not automatically applied to a minor's Xbox profile upon
15 creation. A parent or guardian can only implement parental controls by accessing the console
16 itself and adjusting settings to apply controls, by logging into the Xbox profile wherein they want
17 to impose parental controls, or by connecting their child's account to their own Microsoft profile.
18 To engage with/change any parental control settings, the parent must first know the account
19 exists, and subsequently know the child's gamertag information to implement controls on their
20 minor's account.

21 272. Microsoft could, but chooses not to, automatically implement all parental controls on
22 minors' Xbox profiles upon creation.

23 273. The use of operant conditioning, a lack of warnings about the harms of use, an
24 achievement system that rewards prolonged and repeated gaming sessions, and other features
25 described herein are all examples of Microsoft designing Xbox Products with harmful
26 psychological tactics to take advantage of the chemical reward system of a user's brain (especially
27 a minor or neurodivergent person) to create addictive engagement, despite Microsoft's knowledge
28 that abuse and compulsive use of its Product by foreseeable users, *i.e.*, minors and neurodivergent

1 individuals, can and did lead to users, including Plaintiff NATHAN GAY, suffering brain
 2 damage, addiction, withdrawal symptoms, negative consequences on cognitive processes, and
 3 other injuries. Microsoft marketed and misrepresented Xbox Products as safe for all ages without
 4 warning of said risk of injury and addictive design, ultimately helping create and foster an
 5 epidemic of video game addiction in minors.

6 **PLAINTIFF-SPECIFIC ALLEGATIONS**

7 **PLAINTIFF FACTS**

8 274. Plaintiff's gaming addiction is a substantial factor in the decline of Plaintiff's
 9 academic performance. Plaintiff has failed multiple classes during his freshman year of college
 10 due to excessive gaming and social anxiety. He required additional academic support and is
 11 currently in a residential treatment program to address these issues.

12 275. Plaintiff's gaming addiction is a substantial factor in the necessity of Plaintiff's care
 13 that includes comprehensive psychological treatment, diagnosis of Internet Gaming Disorder, and
 14 an Individualized Education Plan ("IEP") for college.

15 276. Plaintiff's usage of Defendants' Products is compulsive and disordered, and they are
 16 incapable of restraining their own usage, using it as a coping mechanism for social isolation and
 17 emotional distress. Any attempt to remove Plaintiff from their games is met with severe
 18 withdrawal symptoms including anger, injurious behavior to themselves and others, threats of self-
 19 harm, and refusal to maintain hygiene or sleep.

20 277. Plaintiff has been injured and harmed as a direct and proximate result of each
 21 Defendant's actions and misconduct, and for that they are entitled to compensation and other
 22 damages under California law.

23 278. Each Defendant has engaged in deceptive, unfair, immoral, and reckless behavior
 24 that damaged and continues to harm Plaintiff and countless other Californians and Americans. For
 25 this, they should be punished, and punitive damages should be assessed against each Defendant
 26 for their respective misdeeds and unlawful conduct.

27 279. Plaintiff never agreed to be harmed or exposed to an addictive Product. Plaintiff also
 28 never entered into a contract with any of the Defendants, and/or to the extent that any Defendant

1 claims a contract exists with Plaintiff, Plaintiff expressly disaffirms said alleged contact.

2 **PLAINTIFF'S CLAIMS**

3 **COUNT I – STRICT PRODUCT LIABILITY – DESIGN DEFECT**

4 **(Against Defendants Roblox Corporation, Epic Games, Mojang AB, Microsoft in its capacity**
5 **as a manufacturer of Minecraft, and DOES 1-50)**

6 280. Plaintiff NATHAN GAY realleges and incorporates by reference all the foregoing
7 allegations of every paragraph of this Complaint as if repeated in full here.

8 281. At all relevant times, each Defendant was engaged in the business of designing,
9 developing, managing, operating, testing, producing, manufacturing, labeling, marketing,
10 advertising, promoting, controlling, supplying, leasing, selling, and/or otherwise distributing their
11 respective video game Products used by NATHAN GAY, each of which are defective and
12 unreasonably dangerous.

13 282. The video game Products that each Defendant placed into the stream of commerce
14 were defectively designed. The Products were designed to cause addictive and compulsive use,
15 including by minors. The Products are not reasonably fit, suitable, or safe for their intended
16 purpose.

17 283. The defective conditions of Roblox, Fortnite, and Minecraft rendered them
18 unreasonably dangerous and/or not reasonably safe. The foreseeable risks outweigh the benefits
19 associated with Defendants' designs.

20 284. The defects in each Defendant's respective designs were present in the Products
21 when the Products left the hands of Defendants and when they were released to the general public
22 to be used in an intended and foreseeable manner.

23 285. Roblox, Fortnite, and Minecraft, as designed, were unreasonably dangerous, posed a
24 substantial likelihood of harm, and were therefore defective because of the reasons enumerated in
25 this Complaint, including, but not limited to, each Product's design including addictive operant
26 conditioning, each Product's design lacking warnings about the risk of addiction, each Product's
27 design lacking safeguards such as user-imposed time restrictions on gameplay, each Product's
28 design lacking proper minor age verification, and each Product failing to operate as a reasonable

1 user would expect.

2 286. Each Defendant designed its Products to be addictive and take advantage of the
3 chemical reward system of users' brains to establish compulsive use and addiction.

4 287. Each Defendant's respective Products were expected to and did reach Plaintiff
5 NATHAN GAY without substantial change in the condition in which they were designed,
6 manufactured, labeled, marketed, promoted, supplied, and otherwise released into the stream of
7 commerce.

8 288. NATHAN GAY used Defendants' Products, Roblox, Fortnite, and Minecraft, in an
9 intended and reasonably foreseeable manner, and the Products were not materially altered prior to
10 their use.

11 289. NATHAN GAY used Defendants' Products in their intended and reasonably
12 foreseeable manner.

13 290. Each Defendant knew or, by the exercise of reasonable care, should have known that
14 minors, including NATHAN GAY, would use the Products without anyone inspecting the
15 Products for addictive or other dangerous features.

16 291. Reasonable users of Defendants' Products would not expect, and Plaintiff NATHAN
17 GAY herein did not expect, that said Products would pose risks of severe physical and mental
18 harm.

19 292. Reasonable users of Defendants' Products would not expect that Defendants knew
20 about risks of severe physical and mental harm and nevertheless chose to place their Products into
21 the stream of commerce.

22 293. Each Defendant could have utilized cost effective, reasonably feasible alternative
23 designs to minimize these harms, such as by designing their respective Products without the
24 harm-causing features listed above, while still providing an optimal gaming experience.

25 294. At the time each Defendant's Products were designed, developed, distributed to
26 NATHAN GAY, and played, safer alternative designs existed that were entirely feasible.

27 295. Each Defendant could have utilized cost effective, reasonably feasible alternative
28 designs to minimize harm caused by their respective Products by implementing elements that

1 include, but are not limited to:

- 2 a. Robust age verification;
- 3 b. Effective parental controls;
- 4 c. The removal of barriers to the enactment of parental controls;
- 5 d. Warnings of health effects of use and extended use upon sign-up;
- 6 e. Opt-in restrictions to the length and frequency of sessions;
- 7 f. Self-limiting tools, including but not limited to session time notifications,
- 8 warnings, or reports.
- 9 g. Tools to restrict and/or block usage during certain times of day (such as during
- 10 school hours or late at night);
- 11 h. Self-imposed limits for microtransactions; and
- 12 i. Others as set forth herein.

13 296. Instead, each Defendant designed their respective Products to aggressively addict
 14 users with features that increase use time, frequency of use, and profit to each Defendant, all to
 15 the detriment of users' wellbeing.

16 297. Each Defendant's respective defective Product, and NATHAN GAY's use of each
 17 Defendant's Product, was the direct and proximate cause of NATHAN GAY's injuries and harm
 18 that include, but are not limited to, brain damage, psychological injury, emotional distress,
 19 diminished social interactions, lack of interest in other hobbies, and withdrawal symptoms such as
 20 rage, anger, and physical outbursts.

21 298. Plaintiff NATHAN GAY's injuries—physical, emotional, and economic—were
 22 reasonably foreseeable to Defendants at the time of the Products' design, marketing, distribution,
 23 and operation.

24 299. As a direct and proximate result of each Defendant's defective products, Plaintiff
 25 NATHAN GAY suffered significant injury, harm, damages, and economic loss, and will continue
 26 to suffer such harm, damages, and economic loss in the future. NATHAN GAY's injuries are
 27 permanent and will require more medical care and treatment in the future.

28 300. Each Defendant's actions and omissions as alleged in this Complaint were

1 intentional, oppressive, malicious, reckless, wanton, fraudulent, beyond all standards of decency,
 2 and without regard for human life or Plaintiff NATHAN GAY's rights, thereby warranting the
 3 imposition of punitive damages. Thus, Plaintiff seeks actual and punitive damages according to
 4 proof.

5 **COUNT II – STRICT PRODUCT LIABILITY – FAILURE TO WARN**

6 **(Against Defendants Roblox Corporation, Epic Games, Mojang AB, Microsoft in its capacity**
 7 **as a manufacturer of Minecraft, and DOES 1-50)**

8 301. Plaintiff NATHAN GAY realleges and incorporates by reference all the foregoing
 9 allegations of every paragraph of this Complaint as if repeated in full here.

10 302. At all relevant times, each Defendant was engaged in the business of designing,
 11 developing, managing, operating, testing, producing, manufacturing, labeling, marketing,
 12 advertising, promoting, controlling, supplying, leasing, selling, and/or otherwise distributing their
 13 respective video game Products used by NATHAN GAY, each of which are defective and
 14 unreasonably dangerous.

15 303. Defendants knew that their respective Products are and were harmful, capable of
 16 causing and in fact were designed to cause compulsive, addictive use, particularly in minors, and
 17 that such use could result in severe physical, mental, and emotional injuries.

18 304. Defendants knew, or should have known, that ordinary consumers such as Plaintiff
 19 NATHAN GAY would not have realized the potential risks of their respective Products.

20 305. Defendants knew, or should have known, that the use of Roblox, Fortnite, and
 21 Minecraft was dangerous, harmful, and injurious when used by Plaintiff NATHAN GAY in a
 22 reasonably foreseeable manner.

23 306. Each Defendant owed a duty to warn consumers of the foreseeable risks and dangers
 24 of their respective Products that Defendants knew were present, but were not obvious or known to
 25 users, especially underage users, or their caregivers, or any average member of the consuming
 26 public.

27 307. At the time Defendants' Products left Defendants' control, they did not include – nor
 28 have they ever included – warnings that the Products pose an unreasonable risk of harm to users,

1 particularly minors.

2 308. Each Defendant failed to provide timely and adequate warnings, instructions, and
3 information by, including but not limited to:

- 4 a. failing to ensure the Products included warnings regarding their addictive
5 design that were accurate, conspicuous, and adequate, despite having
6 extensive knowledge of the risks associated with their use;
- 7 b. failing to conduct adequate pre-and-post-market safety testing such that an
8 adequate warning could have been issued to users;
- 9 c. failing to include adequate and conspicuous warnings that would alert users
10 to the dangerous risks of the Products, including but not limited to the risks
11 of causing severe and life-altering physical, mental, and emotional
12 disorders and behaviors in minors, especially those with neurodivergent
13 qualities;
- 14 d. failed to issue warnings to consumers regarding the dangerous risks of the
15 Products even after the sale and/or download of their Products; and
- 16 e. representing that the Products were and are safe for use, when in fact,
17 Defendants knew or should have known that their Products were designed
18 to cause minors to engage in excessive use until they developed an
19 addiction or disordered compulsion to use the Products.

20 309. Moreover, each Defendant breached its respective duty of care owed to Plaintiff
21 NATHAN GAY through their non-feasance, failure to act, and omissions in the development,
22 setup, management, maintenance, operation, marketing, advertising, promotion, supervision, and
23 control of their respective Products. Those breaches include but are not limited to:

- 24 a. designing the Products to be more addictive and to target specific individuals
25 based on information obtained and retained by Defendants and/or third-parties;
- 26 b. failing to implement effective parental controls;
- 27 c. failing to implement reasonably available means for users or their parents to
28 monitor for and limit or deter their own excessive frequency or duration of use of

1 Products, including patterns, frequency, or duration of use that are indicative of
2 addiction, compulsive use, or overuse;

3 d. failing to implement reasonably available means to monitor for and limit or deter
4 excessive overspending by minors on in-game downloadable Products and
5 upgrades and in-game purchases and/or microtransactions; and

6 e. failing to implement reasonably available means to allow users or their parents to
7 limit or deter use of Products by minors during ordinary times for school or
8 sleep.

9 310. Each Defendant's failure to adequately warn about its defective Product created a
10 danger of injuries described herein that were reasonably foreseeable at the time of the design,
11 development, and dissemination of the Product.

12 311. A reasonable company under the same or similar circumstances would have warned
13 and instructed Plaintiff NATHAN GAY of the dangers of its Product.

14 312. Had Plaintiff NATHAN GAY and/or GUARDIAN been aware that the Products
15 could cause significant harm such as brain damage, psychological injury, aggressive behavior,
16 verbal memory deficiency, depression, lowered cognitive abilities, sleeping disorders, anxiety,
17 and behavioral addiction disorders, GUARDIAN would not have purchased or allowed NATHAN
18 GAY to use or continue to use each Defendant's respective Product. Likewise, NATHAN GAY
19 would not have used or continued to use each Defendant's Product. Alternatively, if Defendants
20 had adequately warned or instructed NATHAN GAY's guardian and/or NATHAN GAY, they
21 would have taken precautions when using each Defendant's respective Product in order to
22 eliminate or mitigate the risk of harm.

23 313. The addictive nature of each Defendant's defective Product and failure to warn about
24 said Products was a substantial factor in Plaintiff NATHAN GAY's significant injury, harm,
25 damages, and economic loss. Plaintiff NATHAN GAY will continue to suffer such harm,
26 damages, and economic loss in the future. NATHAN GAY's injuries are permanent and will
27 require more medical care and treatment in the future.

28 314. Each Defendant's actions and omissions as alleged in this Complaint were

intentional, oppressive, malicious, reckless, wanton, fraudulent, beyond all standards of decency, and without regard for human life or Plaintiff NATHAN GAY's rights, thereby warranting the imposition of punitive damages. Thus, Plaintiff seeks actual and punitive damages according to proof.

COUNT III – NEGLIGENCE – DESIGN

(Against Defendants Roblox Corporation, Epic Games, Mojang AB, Microsoft in its capacity as a manufacturer of Minecraft, and DOES 1-50)

315. Plaintiff NATHAN GAY realleges and incorporates by reference all the foregoing allegations of every paragraph of this Complaint as if repeated in full here.

316. At all relevant times, each Defendant was engaged in the business of designing, developing, managing, operating, testing, producing, manufacturing, labeling, marketing, advertising, promoting, controlling, supplying, leasing, selling, and/or otherwise distributing their respective video game Products used by NATHAN GAY, each of which are defective and unreasonably dangerous.

317. Defendants knew, or should have known, that the use of Roblox, Fortnite, and Minecraft was dangerous, harmful, and injurious when used by Plaintiff NATHAN GAY in a reasonably foreseeable manner.

318. Defendants knew, or should have known, that ordinary consumers such as Plaintiff NATHAN GAY would not have realized the potential risks and dangers of Roblox, Fortnite, and Minecraft.

319. Each Defendant owed a duty to all reasonably foreseeable users to design a safe Product.

320. Roblox, Fortnite, and Minecraft, as designed, were unreasonably dangerous, posed a substantial likelihood of harm, and were therefore defective because of the reasons enumerated in this Complaint, including, but not limited to, each Product's design including addictive operant conditioning, each Product's design lacking warnings about the risk of addiction, each Product's design lacking safeguards such as user-imposed time restrictions on gameplay, each Product's design lacking proper minor age verification, and each Product failing to operate as a reasonable

1 user would expect.

2 321. Defendants breached their duty by failing to use reasonable care in the design of
3 their Products by negligently designing Roblox, Fortnite, and Minecraft to specifically appeal to
4 and to take advantage of minors, who were particularly unable to appreciate the risks of the
5 Products.

6 322. Defendants breached their duty by failing to use cost effective, reasonably feasible
7 alternative designs that would make their Products less addictive and harmful to minors, including
8 but not limited to:

- 9 a. Robust age verification;
10 b. Effective parental controls;
11 c. The removal of barriers to the enactment of parental controls;
12 d. Warnings of health effects of use and extended use upon sign-up;
13 e. Opt-in restrictions to the length and frequency of sessions;
14 f. Self-limiting tools, including but not limited to session time notifications,
15 warnings, or reports.
16 g. Tools to restrict and/or block usage during certain times of day (such as during
17 school hours or late at night);
18 h. Self-imposed limits for microtransactions; and
19 i. Others as set forth herein.

20 323. Instead, each Defendant designed their respective Products to aggressively addict
21 users with features that increase use time, frequency of use, and profit to each Defendant, all to
22 the detriment of users' wellbeing

23 324. A reasonable company under the same or similar circumstances would have
24 designed a safer product.

25 325. Plaintiff was harmed directly and proximately by each Defendant's failure to use
26 reasonable care in the design of its Product.

27 326. As a direct and proximate result of each Defendant's negligence, Plaintiff NATHAN
28 GAY suffered significant injury, harm, damages, and economic loss, and will continue to suffer

1 such harm, damages, and economic loss in the future. NATHAN GAY's injuries are permanent
2 and will require more medical care and treatment in the future.

3 327. Each Defendant's actions and omissions as alleged in this Complaint were
4 intentional, oppressive, malicious, reckless, wanton, fraudulent, beyond all standards of decency,
5 and without regard for human life or Plaintiff NATHAN GAY's rights, thereby warranting the
6 imposition of punitive damages. Thus, Plaintiff seeks actual and punitive damages according to
7 proof.

8 **COUNT IV – NEGLIGENCE – FAILURE TO WARN**

9 **(Against Defendants Roblox Corporation, Epic Games, Mojang AB, Microsoft in its capacity**
10 **as a manufacturer of Minecraft, and DOES 1-50)**

11 328. Plaintiff NATHAN GAY realleges and incorporates by reference all the foregoing
12 allegations of every paragraph of this Complaint as if repeated in full here.

13 329. At all relevant times, each Defendant was engaged in the business of designing,
14 developing, managing, operating, testing, producing, manufacturing, labeling, marketing,
15 advertising, promoting, controlling, supplying, leasing, selling, and/or otherwise distributing their
16 respective video game Products used by NATHAN GAY, each of which are defective and
17 unreasonably dangerous.

18 330. Defendants knew, or should have known, that the use of their respective Products
19 was dangerous, harmful, and injurious when used by Plaintiff NATHAN GAY in a reasonably
20 foreseeable manner.

21 331. Each Defendant knew or, by the exercise of reasonable care, should have known that
22 its respective Products posed risks of harm to youth. These risks were known and knowable
23 considering each Defendant's own internal information and knowledge regarding its Product at
24 the time of the Product's development, design, marketing, promotion, advertising, and
25 distribution to NATHAN GAY.

26 332. Defendants knew, or should have known, that ordinary consumers such as Plaintiff
27 NATHAN GAY would not have realized the potential risks and dangers of Defendants' Products.

28 333. At the time each Defendant's Product left their respective control, the Products did

1 not include – nor has they ever included – warnings that the Products pose an unreasonable risk of
2 harm to users, particularly minors.

3 334. Had Plaintiff NATHAN GAY and/or GUARDIAN been aware that the Products
4 could cause significant harm such as brain damage, psychological injury, aggressive behavior,
5 verbal memory deficiency, depression, lowered cognitive abilities, sleeping disorders, anxiety,
6 and behavioral addiction disorders, GUARDIAN would not have purchased or allowed NATHAN
7 GAY to use or continue to use each Defendant's respective Product. Likewise, NATHAN GAY
8 would not have used or continued to use each Defendant's Product. Alternatively, if Defendants
9 had adequately warned or instructed NATHAN GAY's guardian and/or NATHAN GAY, they
10 would have taken precautions when using each Defendant's respective Product in order to
11 eliminate or mitigate the risk of harm.

12 335. Each Defendant had a duty to give reasonable and adequate warning of dangers
13 inherent or reasonably foreseeable in the use of its Product in a manner which the manufacturer
14 should reasonably foresee.

15 336. Defendants breached their duties owed to foreseeable users. That breach includes a
16 failure to warn users that Defendants' respective Products cause addiction, compulsive use, and/or
17 other physical and mental injuries.

18 337. A reasonable company under the same or similar circumstances would have used
19 reasonable care to provide adequate warnings to consumers, and parents of minor consumers.

20 338. As a direct and proximate result of each Defendant's breach of duty to provide
21 adequate warnings, Plaintiff NATHAN GAY was harmed and sustained the injuries set forth
22 herein.

23 339. As a direct and proximate result of each Defendant's negligence, Plaintiff NATHAN
24 GAY suffered significant injury, harm, damages, and economic loss, and will continue to suffer
25 such harm, damages, and economic loss in the future. NATHAN GAY's injuries are permanent
26 and will require more medical care and treatment in the future.

27 340. Each Defendant's actions and omissions as alleged in this Complaint were
28 intentional, oppressive, malicious, reckless, wanton, fraudulent, beyond all standards of decency,

1 and without regard for human life or Plaintiff NATHAN GAY's rights, thereby warranting the
 2 imposition of punitive damages. Thus, Plaintiff seeks actual and punitive damages according to
 3 proof.

4 **COUNT V – NEGLIGENCE – ORDINARY**

5 **(Against Defendants Roblox Corporation, Epic Games, Mojang AB, Microsoft in its capacity**
 6 **as a manufacturer of Minecraft, and DOES 1-50)**

7 341. Plaintiff NATHAN GAY realleges and incorporates by reference all the foregoing
 8 allegations of every paragraph of this Complaint as if repeated in full here.

9 342. Defendants had a duty to exercise reasonable care and caution for the safety of
 10 individuals using their Products, including NATHAN GAY.

11 343. Defendants, in their role as product designers, developers, manufacturers, marketers,
 12 and sellers, and otherwise engaging in activity culminating in placing their Products into the
 13 stream of commerce, owed a duty to exercise ordinary care in designing and placing the Products
 14 into the stream of commerce.

15 344. Defendants also owed a duty to warn users of the hazards of using their Products,
 16 which Defendants knew were present in their Products, though such hazards were not obvious to
 17 users and particularly not so to minor users.

18 345. Defendants' duties also include a duty to exercise ordinary care and act as a
 19 reasonably careful company would under the circumstances.

20 346. Each Defendant created harmful and addictive Products and failed to engage in the
 21 development of safer alternative designs.

22 347. For their own profit, each Defendant chose not to engage in the development of a
 23 safer alternative designs.

24 348. Each Defendant was negligent, reckless, and/or careless in failing to exercise
 25 ordinary care.

26 349. Defendants' failure to act in developing a safer alternative designs constitutes a
 27 breach of their duty of reasonable care.

28 350. Defendants knew, or should have known, that their Products are harmful, capable of

1 causing extensive physical, mental, emotional, and financial or economic harm and damage, and
 2 that minor users are developing disordered and addicted use.

3 351. Defendants were and are negligent in failing to provide adequate warnings about the
 4 dangers associated with using their Products and in failing to warn users, and the parents of users
 5 who are minors, including NATHAN GAY, about how and when, if ever, to safely use their
 6 Products.

7 352. Defendants were and are negligent in failing to provide users, and their caregivers in
 8 the case of users who are minors, including NATHAN GAY, the tools to ensure that their
 9 Products are used in a limited and safe manner.

10 353. As a result of each Defendant's breach of the herein identified duties and resulting
 11 negligence, Plaintiff NATHAN GAY suffered severe physical and mental harm, as well as
 12 economic damages, from Plaintiff's use of Defendants' respective Products.

13 354. Each Defendant's breach of duty of care to Plaintiff NATHAN GAY was a
 14 substantial factor in causing harm to Plaintiff and is the actual and proximate cause of said harm.

15 355. As a direct and proximate result of each Defendant's negligence, Plaintiff NATHAN
 16 GAY suffered significant injury, harm, damages, and economic loss, and will continue to suffer
 17 such harm, damages, and economic loss in the future. NATHAN GAY's injuries are permanent
 18 and will require more medical care and treatment in the future.

19 356. Each Defendant's actions and omissions as alleged in this Complaint were
 20 intentional, oppressive, malicious, reckless, wanton, fraudulent, beyond all standards of decency,
 21 and without regard for human life or Plaintiff NATHAN GAY's rights, thereby warranting the
 22 imposition of punitive damages. Thus, Plaintiff seeks actual and punitive damages according to
 23 proof.

24 **COUNT VI – STATUTORY NEGLIGENCE**

25 (Cal. Civ. Code § 1714)

26 **(Against Defendants Roblox Corporation, Epic Games, Mojang AB, Microsoft in its capacity**
 27 **as a manufacturer of Minecraft, and DOES 1-50)**

28 357. Plaintiff NATHAN GAY realleges and incorporates by reference all the foregoing

1 allegations of every paragraph of this Complaint as if repeated in full here.

2 358. Defendants had a duty to exercise ordinary care and caution for the safety of
3 individuals using their Products, including NATHAN GAY.

4 359. Defendants, in their role as product designers, developers, manufacturers, marketers,
5 and sellers, and otherwise engaged in activity culminating in placing their Products into the
6 stream of commerce, owed a duty to exercise ordinary care and act as a reasonably careful
7 company would under the circumstances.

8 360. Defendants owed a duty to avoid engaging in conduct they knew, or reasonably
9 should have known, would cause injury to their users, including Plaintiff NATHAN GAY.

10 361. Defendants breached those duties.

11 362. Each Defendant negligently, recklessly, and/or carelessly created a harmful and
12 addictive Product and failed to engage in the development of a safer alternative design.

13 363. Defendants knew, or should have known, that their Products are harmful, capable of
14 causing extensive physical, mental, emotional, and financial or economic harm and damage, and
15 that minor users are developing disordered and addicted use.

16 364. Defendants were and are negligent in failing to provide adequate warnings about the
17 dangers associated with using their Products and in failing to warn users, and the parents of users
18 who are minors, including NATHAN GAY, about how and when, if ever, to safely use their
19 Products.

20 365. Defendants were and are negligent in failing to adequately provide users, and their
21 caregivers in the case of users who are minors, including NATHAN GAY, the tools to ensure that
22 their Products are used in a limited and safe manner.

23 366. As a result of each Defendant's breach of the herein identified duties and resulting
24 negligence, Plaintiff NATHAN GAY suffered severe physical and mental harm, as well as
25 economic damages, from Plaintiff's use of Defendants' respective Products.

26 367. Each Defendant's breach of duty of care to Plaintiff NATHAN GAY was a
27 substantial factor in causing harm to Plaintiff and is the actual and proximate cause of said harm.

28 368. As a direct and proximate result of each Defendant's negligence, Plaintiff NATHAN

1 GAY suffered significant injury, harm, damages, and economic loss, and will continue to suffer
 2 such harm, damages, and economic loss in the future. NATHAN GAY's injuries are permanent
 3 and will require more medical care and treatment in the future.

4 369. Each Defendant's actions and omissions as alleged in this Complaint were
 5 intentional, oppressive, malicious, reckless, wanton, fraudulent, beyond all standards of decency,
 6 and without regard for human life or Plaintiff NATHAN GAY's rights, thereby warranting the
 7 imposition of punitive damages. Thus, Plaintiff seeks actual and punitive damages according to
 8 proof.

9 **COUNT VII – INTENTIONAL MISREPRESENTATION**

10 (Cal. Civ. Code § 1710(1))

11 **(Against Defendants Roblox Corporation, Epic Games, Mojang AB, Microsoft in its capacity**
 12 **as a manufacturer of Minecraft, and DOES 1-50)**

13 370. Plaintiff NATHAN GAY realleges and incorporates by reference all the foregoing
 14 allegations of every paragraph of this Complaint as if repeated in full here.

15 371. At all relevant times, each Defendant was engaged in the business of designing,
 16 developing, managing, operating, testing, producing, manufacturing, labeling, marketing,
 17 advertising, promoting, controlling, supplying, leasing, selling, and/or otherwise distributing their
 18 respective video game Products used by NATHAN GAY, each of which are defective and
 19 unreasonably dangerous.

20 372. As detailed herein, Defendants knew about the defective conditions of their
 21 respective Products and that the Products posed serious health risks to users, particularly minors.

22 373. Each Defendant designed their respective product with addictive psychological
 23 features to keep users playing more often and for longer periods of time, while knowing that
 24 abuse and compulsive use by youth can lead to injury, but concealed this information from the
 25 public and Product users, including Plaintiff NATHAN GAY.

26 374. Each Defendant knew of the risks associated with the use of their respective
 27 Products based on internal research and external studies known within the industry.

28 375. Each Defendant could have disclosed the defective condition of their respective

1 Products to the public and could have advised that the Products posed serious health risks to
2 users, particularly youth. No Defendant took such action; instead, each Defendant opted to omit
3 the safety risks from any disclosures of marketing practices.

4 376. Each Defendant knowingly and intentionally misrepresented that their respective
5 Products were safe for use, and safe as educational tools, to further entice users to continue
6 engaging with their respective Products, including Plaintiff NATHAN GAY, while
7 simultaneously knowing that their respective Products each caused addiction and compulsive use.

8 377. Defendant Roblox Corp. stated that it has “built a platform with safety at the
9 foundation,” that it has a “commitment to safety and civility,” and that it consulted “child
10 development experts” and “examined global industry standards” when creating recommendations
11 for its Product. Further, Roblox Corp. stated that “safety is and always has been foundational to
12 everything [it does] at Roblox,” that “[s]afety underpins everything [it does] at Roblox,
13 particularly the safety of [its] youngest users,” and finally that it “spend[s] hundreds of millions of
14 dollars each year to meet [its] safety mission.”

15 378. Defendant Epic Games stated that it wants its Product to be a “safe place for [users]”
16 and that its Product is educational and safe for use in classrooms. Defendant Epic Games also
17 states that it wants to “be on the forefront of creating fun and safe games and experiences for
18 people of all ages.”

19 379. Defendants Microsoft and Mojang stated that they will “hold [them]selves
20 accountable for making Minecraft as safe as possible for everyone.” Defendants Microsoft and
21 Mojang further state that it is “so important that [their] games are a safe and welcoming place for
22 all players,” that “player safety is a priority for Mojang to ensure everyone feels safe,” and that
23 their “community standards help [them] build a community that is open and safe for everyone.”

24 380. Each Defendant’s statements about the safety of their respective Products are false
25 and misleading, and each Defendant’s omission of the potential harm caused by Defendants’
26 respective Products is misleading and deceitful.

27 381. Each Defendant intended for users, including Plaintiff NATHAN GAY, to rely on
28 their representations that their respective Products were safe for use to keep users engaging with

1 their Products and increase their profits, and purposefully marketed their Products to minors for
2 that reason.

3 382. However, each Defendant had no reasonable grounds to believe that their respective
4 Products were safe given the internal and external research on addiction associated with video
5 game use and given the global recognition of video game addiction. Each Defendant knowingly
6 made false statements about the safety of their respective Products.

7 383. Each Defendant failed to disclose to users, including Plaintiff NATHAN GAY, that
8 their Products are designed to create and sustain addiction.

9 384. Each Defendant intentionally failed to disclose to users the strategies and features
10 designed and employed in their Products to create and sustain addiction.

11 385. Each Defendant intentionally failed to disclose their addictive strategies and features
12 to entice users to continue gameplay and increase profits.

13 386. If each Defendant had not concealed, omitted, and misrepresented facts regarding the
14 safety of their Products, and had Plaintiff NATHAN GAY and/or GUARDIAN been aware that
15 the Products could cause significant harm such as brain damage, psychological injury, aggressive
16 behavior, verbal memory deficiency, depression, lowered cognitive abilities, sleeping disorders,
17 anxiety, and behavioral addiction disorders, GUARDIAN would not have purchased or allowed
18 NATHAN GAY to use or continue to use each Defendant's respective Product. Likewise,
19 NATHAN GAY would not have used or continued to use Defendants' Products. Alternatively, if
20 Defendants had adequately warned or instructed NATHAN GAY's guardian and/or NATHAN
21 GAY, they would have taken precautions when using each Defendant's respective Product in
22 order to eliminate or mitigate the risk of harm.

23 387. Plaintiff NATHAN GAY and Plaintiff's guardian were unaware of the dangerous
24 and addictive nature of Defendants' Products. Plaintiff reasonably relied on each Defendant's
25 representations that its respective Product was safe for use, particularly for minors.

26 388. Plaintiff NATHAN GAY and Plaintiff's guardian reasonably relied on each
27 Defendant's representations and did not know, nor had any way of knowing, about the
28 misrepresentations about Defendants' Products.

389. A reasonable person, including Plaintiff NATHAN GAY and Plaintiff's guardian, would find information that impacted the users' health, safety, and well-being – such as the serious adverse health risks associated with the use of Defendants' Products – to be important when deciding whether to purchase, download, use, or to continue to use, those Products. Thus, Plaintiff NATHAN GAY and Plaintiff's guardian justifiably relied on each Defendant's misrepresentations that the Products were safe when purchasing, downloading, playing, continuing to use, and/or purchasing downloadable game content.

390. Because of Plaintiff NATHAN GAY's and Plaintiff's guardian's reasonable reliance on each Defendant's representations, Plaintiff sustained physical and psychological harm, as well as economic damages.

391. As a direct and proximate result of each Defendant's material misrepresentations and false statements, Plaintiff NATHAN GAY suffered significant injury, harm, damages, and economic loss, and will continue to suffer such harm, damages, and economic loss in the future. NATHAN GAY's injuries are permanent and will require more medical care and treatment in the future.

392. Each Defendant's actions and omissions as alleged in this Complaint were intentional, oppressive, malicious, reckless, wanton, fraudulent, beyond all standards of decency, and without regard for human life or Plaintiff NATHAN GAY's rights, thereby warranting the imposition of punitive damages. Thus, Plaintiff seeks actual and punitive damages according to proof.

COUNT VIII – NEGLIGENT MISREPRESENTATION

(Cal. Civ. Code § 1710(2))

(Against Defendants Roblox Corporation, Epic Games, Mojang AB, Microsoft in its capacity as a manufacturer of Minecraft, and DOES 1-50)

393. Plaintiff NATHAN GAY realleges and incorporates by reference all the foregoing allegations of every paragraph of this Complaint as if repeated in full here.

394. At all relevant times, each Defendant was engaged in the business of designing, developing, managing, operating, testing, producing, manufacturing, labeling, marketing,

1 advertising, promoting, controlling, supplying, leasing, selling, and/or otherwise distributing their
2 respective video game Products used by NATHAN GAY, each of which are defective and
3 unreasonably dangerous.

4 395. As detailed herein, Defendants knew about the defective conditions of their
5 respective Products and that the Products posed serious health risks to users, particularly minors.

6 396. Each Defendant designed their respective product with addictive psychological
7 features to keep users playing more often and for longer periods of time, while knowing that
8 abuse and compulsive use by youth can lead to injury, but concealed this information from the
9 public and Product users, including Plaintiff NATHAN GAY.

10 397. Defendants knew of the risks associated with the use of their Products based on
11 internal research and external studies known within the industry.

12 398. Each Defendant could have disclosed the defective condition of their respective
13 Products to the public and could have advised that the Products posed serious health risks to
14 users, particularly youth. No Defendant took such action; instead, each Defendant opted to omit
15 the safety risks from any disclosures of marketing practices.

16 399. Defendants knowingly and intentionally misrepresented that their Products were safe
17 for use, and safe as an educational tool, to further entice users to continue engaging with their
18 Products, including Plaintiff NATHAN GAY, while simultaneously knowing that their respective
19 Products each caused addiction and compulsive use.

20 400. Defendant Roblox Corp. stated that it has “built a platform with safety at the
21 foundation,” that it has a “commitment to safety and civility,” and that it consulted “child
22 development experts” and “examined global industry standards” when creating recommendations
23 for its Product. Further, Roblox Corp. stated that “safety is and always has been foundational to
24 everything [it does] at Roblox,” that “[s]afety underpins everything [it does] at Roblox,
25 particularly the safety of [its] youngest users,” and finally that it “spend[s] hundreds of millions of
26 dollars each year to meet [its] safety mission.”

27 401. Defendant Epic Games stated that it wants its Product to be a “safe place for [users]”
28 and that its Product is educational and safe for use in classrooms. Defendant Epic Games also

1 states that it wants to “be on the forefront of creating fun and safe games and experiences for
2 people of all ages.”

3 402. Defendants Microsoft and Mojang stated that they will “hold [them]selves
4 accountable for making Minecraft as safe as possible for everyone.” Defendants Microsoft and
5 Mojang further state that it is “so important that [their] games are a safe and welcoming place for
6 all players,” that “player safety is a priority for Mojang to ensure everyone feels safe,” and that
7 their “community standards help [them] build a community that is open and safe for everyone.”

8 403. Each Defendant’s statements about the safety of their respective Products are false
9 and misleading, and each Defendant’s omission of the potential harm caused by Defendants’
10 respective Products is misleading and deceitful.

11 404. Each Defendant intended for users, including Plaintiff NATHAN GAY and
12 Plaintiff’s guardian, to rely on their representations that their respective Products were safe for
13 use to keep users engaging with their Products and increase their profits, and purposefully
14 marketed their Products to minors for that reason.

15 405. However, each Defendant had no reasonable grounds to believe that their respective
16 Products were safe given the internal and external research on addiction and given the global
17 recognition of video game addiction. Each Defendant made false statements about the safety of
18 their respective Products.

19 406. Defendants failed to disclose to users, including Plaintiff NATHAN GAY and
20 Plaintiff’s guardian, that their Products are designed to create and sustain addiction.

21 407. Defendants failed to disclose to users the strategies and features designed and
22 employed in their Products to create and sustain addiction.

23 408. Defendants failed to disclose their addictive strategies and features to entice users to
24 continue gameplay and increase profits.

25 409. If each Defendant had not concealed, omitted, and misrepresented facts regarding the
26 safety of their Products, and had Plaintiff NATHAN GAY and/or GUARDIAN been aware that
27 the Products could cause significant harm such as brain damage, psychological injury, aggressive
28 behavior, verbal memory deficiency, depression, lowered cognitive abilities, sleeping disorders,

1 anxiety, and behavioral addiction disorders, GUARDIAN would not have purchased or allowed
2 NATHAN GAY to use or continue to use each Defendant's respective Product. Likewise,
3 NATHAN GAY would not have used or continued to use Defendants' Products. Alternatively, if
4 Defendants had adequately warned or instructed NATHAN GAY's guardian and/or NATHAN
5 GAY, they would have taken precautions when using each Defendant's respective Product in
6 order to eliminate or mitigate the risk of harm.

7 410. Plaintiff NATHAN GAY and Plaintiff's guardian were unaware of the dangerous
8 and addictive nature of Defendant's Products. Plaintiff reasonably relied on Defendant's
9 representations that its Products were safe for use, particularly for minors.

10 411. Plaintiff NATHAN GAY and Plaintiff's guardian reasonably relied on Defendants'
11 representations and did not know, nor had any way of knowing, about the misrepresentations
12 about Defendants' Products.

13 412. A reasonable person, including Plaintiff NATHAN GAY and Plaintiff's guardian,
14 would find information that impacted the users' health, safety, and well-being – such as the
15 serious adverse health risks associated with the use of Defendants' Products – to be important
16 when deciding whether to purchase, download, use, or to continue to use, those Products. Thus,
17 Plaintiff NATHAN GAY and Plaintiff's guardian justifiably relied on each Defendant's
18 misrepresentations that the Products were safe when purchasing, downloading, playing,
19 continuing to use, and/or purchasing downloadable game content.

20 413. Because of Plaintiff NATHAN GAY's and Plaintiff's guardian's reasonable reliance
21 on each Defendant's representations, Plaintiff sustained physical and psychological harm, as well
22 as damages.

23 414. Defendants' misrepresentations were a substantial factor in causing harm to Plaintiff
24 NATHAN GAY, who suffered significant injury, harm, damages, and economic loss, and will
25 continue to suffer such harm, damages, and economic loss in the future. Thus, Plaintiff seeks
26 actual damages according to proof.

27 \\\

28 \\\

COUNT IX – FRAUD

(Against Defendants Roblox Corporation, Epic Games, Mojang AB, Microsoft in its capacity as a manufacturer of Minecraft, and DOES 1-50)

415. Plaintiff NATHAN GAY realleges and incorporates by reference all of the foregoing allegations as if repeated in full here.

416. At all relevant times, each Defendant was engaged in the business of designing, developing, managing, operating, testing, producing, manufacturing, labeling, marketing, advertising, promoting, controlling, supplying, leasing, selling, and/or otherwise distributing their respective video game Products used by NATHAN GAY, each of which are defective and unreasonably dangerous.

417. As detailed herein, each Defendant knew about the defective conditions of its Products and that the Products posed serious health risks to users, particularly minors, young adults, and neurodivergent individuals.

418. Each Defendant knew their Products posed risks to minors, like NATHAN GAY, based on internal research and external studies known in the industry and to each Defendant; yet each Defendant misrepresented the safety and value of their games for the purpose of inducing users, like NATHAN GAY, to purchase/download the game and to continue using Defendants' Products and encourage the addiction knowingly caused by Defendants' Products.

419. Defendant Roblox Corp. stated that it has “built a platform with safety at the foundation,” that it has a “commitment to safety and civility,” and that it consulted “child development experts” and “examined global industry standards” when creating recommendations for its Product. Further, Roblox Corp. stated that “safety is and always has been foundational to everything [it does] at Roblox,” that “[s]afety underpins everything [it does] at Roblox, particularly the safety of [its] youngest users,” and finally that it “spend[s] hundreds of millions of dollars each year to meet [its] safety mission.”

420. Defendant Epic Games stated that it wants its Product to be a “safe place for [users]” and that its Product is educational and safe for use in classrooms. Defendant Epic Games also states that it wants to “be on the forefront of creating fun and safe games and experiences for

1 people of all ages.”

2 421. Defendants Microsoft and Mojang stated that they will “hold [them]selves
3 accountable for making Minecraft as safe as possible for everyone.” Defendants Microsoft and
4 Mojang further state that it is “so important that [their] games are a safe and welcoming place for
5 all players,” that “player safety is a priority for Mojang to ensure everyone feels safe,” and that
6 their “community standards help [them] build a community that is open and safe for everyone.”

7 422. Each Defendant’s statements about the safety of their respective Products are false
8 and misleading, and each Defendant’s omission of the potential harm caused by Defendants’
9 respective Products is misleading and deceitful.

10 423. Each Defendant could have disclosed the defective condition of their Products to the
11 public and could have advised that the Products posed serious health risks to users, particularly
12 youth. No Defendant took such action; instead, each Defendant opted to omit the safety risks from
13 any disclosures or marketing practices.

14 424. Defendants knowingly and intentionally misrepresented that their Products were safe
15 for use to further entice users to continue engaging with their Products, including Plaintiff
16 NATHAN GAY

17 425. Each Defendant intended for users, including Plaintiff NATHAN GAY and
18 Plaintiff’s guardian, to rely on their representations that their respective Products were safe for
19 use to keep users engaging with their Products and increase their profits, and purposefully
20 marketed their Products to minors for that reason.

21 426. If each Defendant had not concealed, omitted, and misrepresented facts regarding the
22 safety of their Products, and had Plaintiff and/or GUARDIAN been aware that the Products could
23 cause significant harm such as brain damage, psychological injury, aggressive behavior, verbal
24 memory deficiency, depression, lowered cognitive abilities, sleeping disorders, anxiety, and
25 behavioral addiction disorders, GUARDIAN would not have purchased or allowed NATHAN
26 GAY to use or continue to use each Defendant’s respective Product. Likewise, NATHAN GAY
27 would not have used or continued to use Defendants’ Products. Alternatively, if Defendants had
28 adequately warned or instructed NATHAN GAY’s guardian and/or NATHAN GAY, they would

1 have taken precautions when using each Defendant's respective Product in order to eliminate or
2 mitigate the risk of harm.

3 427. However, each Defendant had no reasonable grounds to believe that their respective
4 Products were safe given the internal and external research on addiction and given the global
5 recognition of video game addiction. Each Defendant knowingly made false statements about the
6 safety of their respective Products.

7 428. As a direct and proximate result of each Defendant's material omissions, Plaintiff
8 NATHAN GAY and Plaintiff's guardian had no reason to believe that each of Defendant's
9 Products were unsafe for children to use.

10 429. Plaintiff NATHAN GAY and Plaintiff's guardian reasonably relied on each
11 Defendant's misrepresentations that each of their Products was safe for use.

12 430. A reasonable person, including Plaintiff NATHAN GAY and Plaintiff's guardian,
13 would find information that impacted the users' health, safety, and well-being – such as the
14 serious adverse health risks associated with the use of Defendants' Products – to be important
15 when deciding whether to purchase, download, use, or to continue to use, those Products. Thus,
16 Plaintiff NATHAN GAY and Plaintiff's guardian justifiably relied on each Defendant's
17 misrepresentations that the Products were safe when purchasing, downloading, playing,
18 continuing to use, and/or purchasing downloadable game content.

19 431. As a direct and proximate result of each Defendant's material misrepresentations and
20 false statements, Plaintiff NATHAN GAY suffered significant injury, harm, damages, and
21 economic loss, and will continue to suffer such harm, damages, and economic loss in the future.
22 NATHAN GAY's injuries are permanent and will require more medical care and treatment in the
23 future.

24 432. Each Defendant's actions and omissions as alleged in this Complaint were
25 intentional, oppressive, malicious, reckless, wanton, fraudulent, beyond all standards of decency,
26 and without regard for human life or Plaintiff NATHAN GAY's rights, thereby warranting the
27 imposition of punitive damages. Thus, Plaintiff seeks actual and punitive damages according to
28 proof.

COUNT X – VIOLATION OF CALIFORNIA’S UNFAIR COMPETITION LAW

(Cal. Bus. & Prof. Code §§ 17200 *et seq.*)

**(Against Defendants Roblox Corporation, Epic Games, Mojang AB, Microsoft in its capacity
as a manufacturer of Minecraft, and DOES 1-50)**

433. Plaintiff NATHAN GAY realleges and incorporates by reference all the foregoing allegations of every paragraph of this Complaint as if repeated in full here.

434. Defendants are corporations, and thus each of them is a “person,” as defined by California Business & Professions Code § 17201.

435. California’s Unfair Competition Law (“UCL”), Business and Professions Code § 17200, *et seq.*, prohibits any “unlawful, unfair or fraudulent business act or practice” and any “unfair, deceptive, untrue or misleading advertising.”

436. By the conduct described in detail above and incorporated herein, each Defendant engaged in unfair and deceptive acts in violation of California’s Unfair Competition Law.

437. Each Defendant knowingly engaged in the production, design, distribution, and sale of the Products to users, including NATHAN GAY, that were unsafe and addictive, particularly for minors.

438. Each Defendant promoted their Products to users, especially minor users, while concealing harmful information about the addictive and unsafe nature of said Products.

439. These business practices that Defendants have engaged in are fraudulent and deceptive practices in violation of the UCL.

440. Defendants’ business practices are also unfair in violation of the UCL. Each Defendant’s actions are unethical at minimum, and the benefit of employing their deceptive and addictive features does not, in any circumstance, outweigh the harm that Plaintiff NATHAN GAY suffered.

441. As a direct and proximate result of the foregoing acts and practices, Defendants have received, or will receive, income, profits, and other benefits, which they would not have received if they had not engaged in the violations of the UCL described herein.

442. As a direct and proximate result of each Defendant’s conduct, Plaintiff NATHAN

1 GAY sustained economic losses, including hundreds of dollars per year in video game related
 2 spending. Had Defendants not engaged in these fraudulent and deceptive practices, Plaintiff
 3 would not have sustained the aforementioned economic injuries.

4 443. As a result of each Defendant's conduct, Plaintiff NATHAN GAY sustained
 5 significant injuries.

6 444. As such, in accordance with the provisions of the California Business and
 7 Professions Code §§ 17200 and 17203, Plaintiff requests that this Court enjoin each Defendant
 8 from continuing to violate the UCL or violating it in the same fashion in the future, and from
 9 continuing to conduct business via the unfair and fraudulent business acts as set forth in this
 10 Complaint.

11 **COUNT XI – STRICT PRODUCT LIABILITY – DESIGN DEFECT**

12 **(Against Defendant Microsoft in its capacity as the manufacturer of the Xbox Platform)**

13 445. Plaintiff NATHAN GAY realleges and incorporates by reference all the foregoing
 14 allegations of every paragraph of this Complaint as if repeated in full here.

15 446. At all relevant times, Defendant was engaged in the business of designing,
 16 developing, managing, operating, testing, producing, manufacturing, labeling, marketing,
 17 advertising, promoting, controlling, supplying, leasing, selling, and/or otherwise distributing the
 18 Xbox Product⁸⁰ used by NATHAN GAY, which is defective and unreasonably dangerous.

19 447. The Product Defendant placed into the stream of commerce was defectively
 20 designed. The Product was designed to cause addictive and compulsive use, including by minors.
 21 The Product is not reasonably fit, suitable, or safe for its intended purpose.

22 448. The defective condition of the Xbox Product rendered it unreasonably dangerous
 23 and/or not reasonably safe. The foreseeable risks outweigh the benefits associated with the
 24 Product's design.

25 449. The defects in the Product were present in the Product when it left the hands of
 26 Defendant and when it was released to the general public to be used in an intended and
 27

28 ⁸⁰ Defendant Microsoft's Xbox platform may be referred to as "the Product" in Counts XI – XX.

1 foreseeable manner.

2 450. Defendant's Product, as designed, was unreasonably dangerous, posed a substantial
3 likelihood of harm, and was therefore defective because of the reasons enumerated in this
4 Complaint, including, but not limited to, the Product's design including addictive operant
5 conditioning, the Product's design lacking warnings about the risk of addiction, the Product's
6 design lacking safeguards such as easily available user-imposed time restrictions on gameplay,
7 the Product's design lacking proper minor age verification, and the Product failing to operate as a
8 reasonable user would expect.

9 451. Defendant designed its Product to be addictive and take advantage of the chemical
10 reward system of users' brains to establish compulsive use and addiction.

11 452. Defendant's Product was expected to and did reach Plaintiff without substantial
12 change in the condition in which it was designed, manufactured, labeled, marketed, promoted,
13 supplied, and otherwise released into the stream of commerce.

14 453. NATHAN GAY used Defendant's Product in an intended and reasonably
15 foreseeable manner, and the Product was not materially altered prior to its use.

16 454. NATHAN GAY used Defendant's Product in its intended and reasonably
17 foreseeable manner.

18 455. Defendant knew or, by the exercise of reasonable care, should have known that
19 minors, including NATHAN GAY, would use its Product without anyone inspecting the Product
20 for addictive or other dangerous features.

21 456. Reasonable users of Defendant's Product would not expect, and Plaintiff herein did
22 not expect, that said Product would pose risks of severe physical and mental harm.

23 457. Reasonable users of Defendant's Product would not expect that Defendant knew
24 about risks of severe physical and mental harm and nevertheless chose to place its Product into
25 the stream of commerce.

26 458. Defendant could have utilized cost effective, reasonably feasible alternative designs
27 to minimize these harms, such as by designing its Product without the harm causing features
28 listed above while still providing an optimal gaming experience.

1 459. At the time Defendant's Product was designed, developed, distributed to NATHAN
2 GAY, and played, safer alternative designs existed that were entirely feasible.

3 460. Defendant could have utilized cost effective, reasonably feasible alternative designs
4 to minimize harm caused by its Product by implementing elements that include, but are not
5 limited to:

- 6 a. Robust age verification;
- 7 b. Effective parental controls;
- 8 c. The removal of barriers to the enactment of parental controls;
- 9 d. Warnings of health effects of use and extended use;
- 10 e. Opt-in restrictions to the length and frequency of sessions;
- 11 f. Self-limiting tools, including but not limited to session time notifications,
12 warnings, or reports.
- 13 g. Self-Imposed limits for microtransactions; and
- 14 h. Others as set forth herein.

15 461. Instead, Defendant designed its Product to aggressively addict users with features
16 that increase use time, frequency of use, and profit to Defendant, all to the detriment of users'
17 wellbeing.

18 462. Defendant's defective Product, and NATHAN GAY's use of Defendant's Product,
19 were the direct and proximate cause of NATHAN GAY's injuries and harm that include, but are
20 not limited to, emotional distress, diminished social interactions, lack of interest in other hobbies,
21 withdrawal symptoms such as rage, anger, and physical outbursts.

22 463. Plaintiff NATHAN GAY's injuries—physical, emotional, and economic—were
23 reasonably foreseeable to Defendant at the time of the Product's design, marketing, and operation.

24 464. As a direct and proximate result of Defendant's defective Product, Plaintiff
25 NATHAN GAY suffered significant injury, harm, damages, and economic loss, and will continue
26 to suffer such harm, damages, and economic loss in the future. NATHAN GAY's injuries are
27 permanent and will require more medical care and treatment in the future.

28 465. Defendant's actions and omissions as alleged in this Complaint were intentional,

1 oppressive, malicious, reckless, wanton, fraudulent, beyond all standards of decency, and without
 2 regard for human life or Plaintiff NATHAN GAY's rights, thereby warranting the imposition of
 3 punitive damages. Thus, Plaintiff seeks actual and punitive damages according to proof.

4 **COUNT XII – STRICT PRODUCT LIABILITY – FAILURE TO WARN**

5 **(Against Defendant Microsoft in its capacity as the manufacturer of the Xbox Platform)**

6 466. Plaintiff realleges and incorporates by reference all of the foregoing allegations of
 7 every paragraph of this Complaint as if repeated in full here.

8 467. At all relevant times, Defendant was engaged in the business of designing,
 9 developing, managing, operating, testing, producing, manufacturing, labeling, marketing,
 10 advertising, promoting, controlling, supplying, leasing, selling, and/or otherwise distributing the
 11 Xbox Product used by NATHAN GAY, which is defective and unreasonably dangerous.

12 468. Defendant knew that its Product was and is harmful, capable of causing and in fact
 13 was designed to cause compulsive, addictive use, particularly in minors, and that such use could
 14 result in severe physical, mental, and emotional injuries.

15 469. Defendant knew, or should have known, that ordinary consumers such as Plaintiff
 16 would not have realized the potential risks of the Product.

17 470. Defendant knew, or should have known, that the use of its Product was dangerous,
 18 harmful, and injurious when used by Plaintiff in a reasonably foreseeable manner.

19 471. Defendant owed a duty to warn consumers of the foreseeable risks and dangers of
 20 the Product that the Defendant knew were present but not obvious or known to users, especially
 21 underage users, or their caregivers, or any average member of the consuming public.

22 472. At the time Defendant's Product left Defendant's control, it did not include – nor has
 23 it ever included – a warning that the Product poses an unreasonable risk of harm to users,
 24 particularly minors.

25 473. Defendant failed to provide timely and adequate warnings, instructions, and
 26 information by, including but not limited to:

- 27 a. failing to ensure the Product included warnings regarding its addictive
 28 design that were accurate, conspicuous, and adequate, despite having

- 1 extensive knowledge of the risks associated with its use;
- 2 b. failing to conduct adequate pre-and-post-market safety testing such that an
- 3 adequate warning could have been issued to users;
- 4 c. failing to include adequate and conspicuous warnings that would alert users
- 5 to the dangerous risks of the Product, including but not limited to the risks
- 6 of causing severe and life-altering physical, mental, and emotional
- 7 disorders and behaviors in minors, especially those with neurodivergent
- 8 qualities;
- 9 d. failing to issue warnings to consumers regarding the dangerous risks of the
- 10 Product even after its purchase; and
- 11 e. representing that the Product was and is safe for use, when in fact,
- 12 Defendant knew or should have known that its Product was designed to
- 13 cause minors to engage in excessive use until they developed an addiction
- 14 or disordered compulsion to use the Product.

15 474. Moreover, Defendant breached its duty of care owed to Plaintiff through its

16 non-feasance, failure to act, and omissions in the development, setup, management,

17 maintenance, operation, marketing, advertising, promotion, supervision, and control of its

18 Product. Those breaches include but are not limited to:

- 19 a. designing the Product to be more addictive and to target specific individuals
- 20 based on information obtained and retained by Defendant and/or third-parties;
- 21 b. failing to implement effective parental controls;
- 22 c. failing to implement reasonably available means for users or their parents to
- 23 monitor for and limit or deter their own excessive frequency or duration of use of
- 24 the Product, including patterns, frequency, or duration of use that are indicative
- 25 of addiction, compulsive use, or overuse;
- 26 d. failing to implement reasonably available means to set an overall spending limit
- 27 for minors on downloadable content on the Xbox Product.

28 475. Defendant's failure to adequately warn about its defective Product created a danger

of injuries described herein that were reasonably foreseeable at the time of the design, development, and dissemination of the Product.

476. A reasonable company under the same or similar circumstances would have warned and instructed Plaintiff of these dangers of its Product.

477. Had Plaintiff NATHAN GAY and/or GUARDIAN been aware that the Product could cause significant harm such as brain damage, psychological injury, aggressive behavior, verbal memory deficiency, depression, lowered cognitive abilities, sleeping disorders, anxiety, and behavioral addiction disorders, GUARDIAN would not have purchased or allowed NATHAN GAY to use or continue to use Defendant's Product. Likewise, NATHAN GAY would not have used or continued to use Defendant's Product. Alternatively, if Defendant had adequately warned or instructed NATHAN GAY's guardian and/or NATHAN GAY, they would have taken precautions when using Defendant's Product in order to eliminate or mitigate the risk of harm.

478. The addictive nature of Defendant's defective Product and failure to warn about said Product was a substantial factor in Plaintiff NATHAN GAY's significant injury, harm, damages, and economic loss. Plaintiff NATHAN GAY will continue to suffer such harm, damages, and economic loss in the future. NATHAN GAY's injuries are permanent and will require more medical care and treatment in the future.

479. Defendant's actions and omissions as alleged in this Complaint were intentional, oppressive, malicious, reckless, wanton, fraudulent, beyond all standards of decency, and without regard for human life or Plaintiff NATHAN GAY's rights, thereby warranting the imposition of punitive damages. Thus, Plaintiff seeks actual and punitive damages according to proof.

COUNT XIII – NEGLIGENCE – DESIGN

(Against Defendant Microsoft in its capacity as the manufacturer of the Xbox Platform)

480. Plaintiff NATHAN GAY realleges and incorporates by reference all of the foregoing allegations of every paragraph of this Complaint as if repeated in full here.

481. At all relevant times, Defendant was engaged in the business of designing, developing, managing, operating, testing, producing, manufacturing, labeling, marketing, advertising, promoting, controlling, supplying, leasing, selling, and/or otherwise distributing its

1 Product used by NATHAN GAY, which are defective and unreasonably dangerous.

2 482. Defendant knew, or should have known, that the use of its Product was dangerous,
3 harmful, and injurious when used by Plaintiff in a reasonably foreseeable manner.

4 483. Defendant knew, or should have known, that ordinary consumers such as Plaintiff
5 NATHAN GAY would not have realized the potential risks and dangers of its Product.

6 484. Defendant owed a duty to all reasonably foreseeable users to design a safe product.

7 485. Defendant's Product as designed was unreasonably dangerous, posed a substantial
8 likelihood of harm, and was therefore defective because of the reasons enumerated in this
9 Complaint, including, but not limited to the creation of a Product that does not contain warnings
10 about the potential harm of use, the creation of a Product without proper minor age verification,
11 and because the Product created failed to operate as a reasonable user would expect.

12 486. Defendant breached its duty by failing to use reasonable care in the design of its
13 Product by negligently designing its Product to specifically appeal to minors, who were
14 particularly unable to appreciate the risks of the Product.

15 487. Defendant breached its duty by failing to use cost effective, reasonably feasible
16 alternative designs that would make the product less harmful to minors, including but not limited
17 to:

- 18 a. Robust age verification;
- 19 b. Effective parental controls;
- 20 c. The removal of barriers to the enactment of parental controls;
- 21 d. Warnings of health effects of use and extended use upon sign-up;
- 22 e. Opt-in restrictions to the length and frequency of sessions;
- 23 f. Self-limiting tools, including but not limited to session time notifications,
24 warnings, or reports.
- 25 g. Self-imposed limits for microtransactions; and
- 26 h. Others as set forth herein.

27 488. Defendant breached its duty by failing to use cost effective, reasonably feasible
28 alternative designs that could have reduced mental and physical harm to users, especially youth.

1 Instead, Defendant designed a Product that increased addictiveness, use time, frequency of use,
2 and engagement with the Product.

3 489. A reasonable company under the same or similar circumstances would have
4 designed a safer product.

5 490. Plaintiff was harmed directly and proximately by the Defendant's failure to use
6 reasonable care in the design of its Product.

7 491. As a direct and proximate result of Defendant's negligence, Plaintiff NATHAN
8 GAY suffered significant injury, harm, damages, and economic loss, and will continue to suffer
9 such harm, damages, and economic loss in the future. NATHAN GAY's injuries are permanent
10 and will require more medical care and treatment in the future.

11 492. Defendant's actions and omissions as alleged in this Complaint were intentional,
12 oppressive, malicious, reckless, wanton, fraudulent, beyond all standards of decency, and without
13 regard for human life or Plaintiff NATHAN GAY's rights, thereby warranting the imposition of
14 punitive damages. Thus, Plaintiff seeks actual and punitive damages according to proof.

15 **COUNT XIV – NEGLIGENCE – FAILURE TO WARN**

16 **(Against Defendant Microsoft in its capacity as the manufacturer of the Xbox Platform)**

17 493. Plaintiff NATHAN GAY realleges and incorporates by reference all the foregoing
18 allegations of every paragraph of this Complaint as if repeated in full here.

19 494. At all relevant times, Defendant was engaged in the business of designing,
20 developing, managing, operating, testing, producing, manufacturing, labeling, marketing,
21 advertising, promoting, controlling, supplying, leasing, selling, and/or otherwise distributing its
22 Product used by NATHAN GAY, which is defective and unreasonably dangerous.

23 495. Defendant knew, or should have known, that the use of Defendant's Product was
24 dangerous, harmful, and injurious when used by Plaintiff in a reasonably foreseeable manner.

25 496. Defendant knew or, by the exercise of reasonable care should have known, that its
26 Product posed risks of harm to youth. These risks were known and knowable considering
27 Defendant's own internal information and knowledge regarding its Product at the time of the
28 Product's development, design, marketing, promotion, advertising, and distribution to NATHAN

1 GAY

2 497. Defendant knew, or should have known, that ordinary consumers such as Plaintiff
3 would not have realized the potential risks and dangers of Defendant's Product.

4 498. Defendant's Product, as identified herein, does not contain a warning, nor has it ever
5 contained a warning that its Product poses an unreasonable risk of harm to users, particularly
6 minors. Defendant's Product did not contain a warning of these risks when the Product left its
7 possession.

8 499. Had Plaintiff NATHAN GAY and/or GUARDIAN been aware that the Product
9 could cause significant harm such as brain damage, psychological injury, aggressive behavior,
10 verbal memory deficiency, depression, lowered cognitive abilities, sleeping disorders, anxiety,
11 and behavioral addiction disorders, GUARDIAN would not have purchased or allowed NATHAN
12 GAY to use or continue to use Defendant's Product. Likewise, NATHAN GAY would not have
13 used or continued to use Defendant's Product. Alternatively, if Defendant had adequately warned
14 or instructed NATHAN GAY's guardian and/or NATHAN GAY, they would have taken
15 precautions when using Defendant's Product in order to eliminate or mitigate the risk of harm.

16 500. Defendant had a duty to give reasonable and adequate warnings of dangers inherent
17 or reasonably foreseeable in the use of its Product in a manner which the manufacturer should
18 reasonably foresee.

19 501. Defendant breached its duty owed to foreseeable users. That breach includes a
20 failure to warn users that Defendant's Product causes compulsive use and/or other physical and
21 mental injuries.

22 502. A reasonable company under the same or similar circumstances would have used
23 reasonable care to provide adequate warnings to consumers, and parents of minor consumers.

24 503. As a direct and proximate result of Defendant's breach of duty to provide adequate
25 warnings, Plaintiff NATHAN GAY was harmed and sustained the injuries set forth herein.

26 504. As a direct and proximate result of Defendant's negligence, Plaintiff NATHAN
27 GAY suffered significant injury, harm, damages, and economic loss, and will continue to suffer
28 such harm, damages, and economic loss in the future. NATHAN GAY's injuries are permanent

1 and will require more medical care and treatment in the future.

2 505. Defendant's actions and omissions as alleged in this Complaint were intentional,
3 oppressive, malicious, reckless, wanton, fraudulent, beyond all standards of decency, and without
4 regard for human life or Plaintiff NATHAN GAY's rights, thereby warranting the imposition of
5 punitive damages. Thus, Plaintiff seeks actual and punitive damages according to proof.

6 **COUNT XV – NEGLIGENCE - ORDINARY**

7 **(Against Defendant Microsoft in its capacity as the manufacturer of the Xbox Platform)**

8 506. Plaintiff NATHAN GAY realleges and incorporates by reference all the foregoing
9 allegations of every paragraph of this Complaint as if repeated in full here.

10 507. Defendant, in its role as a product designer, developer, manufacturer, marketer, and
11 seller, and otherwise engaging in activity culminating in placing its Product into the stream of
12 commerce, owed a duty to exercise ordinary care in designing and placing the Product into the
13 stream of commerce.

14 508. Defendant also owed a duty to warn users of the hazards of using its Product, which
15 Defendant knew were present in its Product, though such hazards were not obvious to users and
16 particularly not so to minor users.

17 509. Defendant's duties also include a duty to exercise ordinary care and act as a
18 reasonably careful company would under the circumstances.

19 510. Defendant created a harmful and addictive Product and failed to engage in the
20 development of a safer alternative design.

21 511. For its own profit, Defendant chose not to engage in the development of a safer
22 alternative design.

23 512. Defendant was negligent, reckless, and/or careless in failing to exercise ordinary
24 care.

25 513. Defendant's failure to act in developing a safer alternative design constitutes a
26 breach of its duty of reasonable care.

27 514. Defendant knew, or should have known, that its Product is harmful, capable of
28 causing extensive physical, mental, emotional, and financial or economic harm and damage, and

1 that minor users are developing disordered and addicted use.

2 515. Defendant was and is negligent in failing to provide adequate warnings about the
3 dangers associated with using its Product and in failing to warn users, and the parents of users
4 who are minors, including NATHAN GAY, about how and when, if ever, to safely use its
5 Product.

6 516. Defendant was and is negligent in failing to adequately provide users, and their
7 caregivers in the case of minor users, including NATHAN GAY, with the tools to ensure that its
8 Product is used in a limited and safe manner.

9 517. As a result of Defendant's breach of the herein identified duties and resulting
10 negligence, Plaintiff suffered severe physical and mental harm, as well as economic damages,
11 from Plaintiff's use of Defendant's Product.

12 518. Defendant's breach of duty of care to Plaintiff NATHAN GAY was a substantial
13 factor in causing harm to Plaintiff and is the actual and proximate cause of said harm.

14 519. As a direct and proximate result of Defendant's negligence, Plaintiff NATHAN
15 GAY suffered significant injury, harm, damages, and economic loss, and will continue to suffer
16 such harm, damages, and economic loss in the future. NATHAN GAY's injuries are permanent
17 and will require more medical care and treatment in the future.

18 520. Defendant's actions and omissions as alleged in this Complaint were intentional,
19 oppressive, malicious, reckless, wanton, fraudulent, beyond all standards of decency, and without
20 regard for human life or Plaintiff NATHAN GAY's rights, thereby warranting the imposition of
21 punitive damages. Thus, Plaintiff seeks actual and punitive damages according to proof.

22 **COUNT XVI – STATUTORY NEGLIGENCE**

23 **(Cal. Civ. Code § 1714)**

24 **(Against Defendant Microsoft in its capacity as the manufacturer of the Xbox Platform)**

25 521. Plaintiff NATHAN GAY realleges and incorporates by reference all the foregoing
26 allegations of every paragraph of this Complaint as if repeated in full here.

27 522. Defendant had a duty to exercise ordinary care and caution for the safety of
28 individuals using its Product, including NATHAN GAY.

1 523. Defendant, in its role as product designer, developer, manufacturer, marketer, and
2 seller, and otherwise engaged in activity culminating in placing its Product into the stream of
3 commerce, owed a duty to exercise ordinary care and act as a reasonably careful company would
4 under the circumstances.

5 524. Defendant had a duty to avoid engaging in conduct it knew, or reasonably should
6 have known, would cause injury to its users, including Plaintiff NATHAN GAY

7 525. Defendant breached these duties.

8 526. Defendant negligently, recklessly, and/or carelessly created harmful and addictive
9 Product and failed to engage in the development of safer alternative platforms.

10 527. Defendant knew, or should have known, that its Product is harmful, capable of
11 causing extensive physical, mental, emotional, and financial or economic harm and damage, and
12 that minor users are developing disordered and addicted use.

13 528. Defendant was and is negligent in failing to provide adequate warnings about the
14 dangers associated with using its Product and in failing to warn users, and the parents of users
15 who are minors, including NATHAN GAY, about how and when, if ever, to safely use their
16 Product.

17 529. Defendant was and is negligent in failing to provide users, and their caregivers in the
18 case of users who are minors, including NATHAN GAY, the tools to ensure that its Product is
19 used in a limited and safe manner.

20 530. As a result of Defendant's negligence, Plaintiff NATHAN GAY suffered severe
21 physical and mental harm, as well as economic damages, from Plaintiff's use of Defendant's
22 Product.

23 531. Defendant's breach of duty of care to Plaintiff NATHAN GAY was a substantial
24 factor in causing harm to Plaintiff and is the actual and proximate cause of said harm.

25 532. As a direct and proximate result of Defendant's negligence, Plaintiff NATHAN
26 GAY suffered significant injury, harm, damages, and economic loss, and will continue to suffer
27 such harm, damages, and economic loss in the future. NATHAN GAY's injuries are permanent
28 and will require more medical care and treatment in the future.

1 533. Defendant's actions and omissions as alleged in this Complaint were intentional,
2 oppressive, malicious, reckless, wanton, fraudulent, beyond all standards of decency, and without
3 regard for human life or Plaintiff NATHAN GAY's rights, thereby warranting the imposition of
4 punitive damages. Thus, Plaintiff seeks actual and punitive damages according to proof.

5 **XVII – INTENTIONAL MISREPRESENTATION**

6 **(Against Defendant Microsoft in its capacity as the manufacturer of the Xbox Platform)**

7 534. Plaintiff NATHAN GAY realleges and incorporates by reference all the foregoing
8 allegations of every paragraph of this Complaint as if repeated in full here.

9 535. At all relevant times, Defendant was engaged in the business of designing,
10 developing, managing, operating, testing, producing, manufacturing, labeling, marketing,
11 advertising, promoting, controlling, supplying, leasing, selling, and/or otherwise distributing its
12 Product used by NATHAN GAY, which was defective and unreasonably dangerous.

13 536. As detailed herein, Defendant knew about the defective conditions of its Product and
14 that the Product posed serious health risks to users, particularly minors.

15 537. Defendant designed its Product with addictive psychological features to keep users
16 playing more often and for longer periods of time, while knowing that abuse and compulsive use
17 by youth can lead to injury, but concealed this information from the public and Product users,
18 including Plaintiff NATHAN GAY and Plaintiff's guardian.

19 538. Defendant knew of the risks associated with the use of its Product based on internal
20 research and external studies known within the industry.

21 539. Defendant could have disclosed the defective condition of its Product to the public
22 and could have advised that the Product posed serious health risks to users, particularly youth.
23 Defendant took no such action; instead, Defendant opted to omit the safety risks from any
24 disclosures.

25 540. Defendant knowingly and intentionally misrepresented that its Product was safe for
26 use to further entice users to purchase and continue engaging with its Product, including Plaintiff
27 NATHAN GAY, while simultaneously knowing that its Product caused addiction and compulsive
28 use.

1 541. Defendant stated that “Xbox strives to create a safer gaming experience for you and
2 your family,” and that its Xbox Store is “safer for the whole family” to use. Defendant also stated
3 that it “hold[s] [itself] accountable for making [its] platforms as safe as possible for all players”
4 and it “will promote the availability of our safety tools through our platforms, support channels,
5 services, on our websites and in retail stores to reach more players and parents.”

6 542. Defendant’s statements about the safety of its Product are false and misleading, and
7 Defendant’s omission of the potential harm caused by its Product is misleading and deceitful.

8 543. Defendant intended for users, including Plaintiff NATHAN GAY and Plaintiff’s
9 guardian, to rely on its representations that its Product was safe for use to keep users engaging
10 with its Product and increase its profits, and purposefully marketed its Product to minors for that
11 reason.

12 544. However, Defendant had no reasonable grounds to believe that its Product was safe
13 given the internal and external research on addiction associated with video game use and given
14 the global recognition of video game addiction. Defendant knowingly made false statements
15 about the safety of its Product.

16 545. Defendant failed to disclose to users, including Plaintiff NATHAN GAY and
17 Plaintiff’s guardian, that its Product is designed to create and sustain addiction.

18 546. Defendant intentionally failed to disclose to users the strategies and features
19 designed and employed in its Product to create and sustain addiction.

20 547. Defendant intentionally failed to disclose its addictive strategies and features to
21 entice users to continue gameplay and increase profits.

22 548. If Defendant had not concealed, omitted, and misrepresented facts regarding the
23 safety of its Product, and had Plaintiff and/or GUARDIAN been aware that the Product could
24 cause significant harm such as brain damage, psychological injury, aggressive behavior, verbal
25 memory deficiency, depression, lowered cognitive abilities, sleeping disorders, anxiety, and
26 behavioral addiction disorders, GUARDIAN would not have purchased or allowed NATHAN
27 GAY to use or continue to use Defendant’s Product. Likewise, NATHAN GAY would not have
28 used or continued to use Defendant’s Product. Alternatively, if Defendant had adequately warned

1 or instructed NATHAN GAY's guardian and/or NATHAN GAY, they would have taken
2 precautions when using Defendant's Product in order to eliminate or mitigate the risk of harm.

3 549. Plaintiff NATHAN GAY and Plaintiff's guardian were unaware of the dangerous
4 and addictive nature of Defendant's Product. Plaintiff reasonably relied on Defendant's
5 representations that its Product was safe for use, particularly for minors.

6 550. Plaintiff NATHAN GAY and Plaintiff's guardian reasonably relied on Defendant's
7 representations and did not know, nor had any way of knowing, about the misrepresentations
8 about Defendant's Product.

9 551. A reasonable person, including Plaintiff NATHAN GAY and Plaintiff's guardian,
10 would find information that impacted the users' health, safety, and well-being – such as the
11 serious adverse health risks associated with the use of Defendant's Product – to be important
12 when deciding whether to purchase, download, use, or to continue to use, that Product. Thus,
13 Plaintiff NATHAN GAY and Plaintiff's guardian justifiably relied on Defendant's
14 misrepresentations that the Product was safe when purchasing, using, and/or continuing to use
15 Defendant's Product.

16 552. Because of Plaintiff NATHAN GAY's and Plaintiff's guardian's reasonable reliance
17 on Defendant's representations, Plaintiff sustained physical and psychological harm, as well as
18 economic damages.

19 553. As a direct and proximate result of Defendant's material misrepresentations and
20 false statements, Plaintiff NATHAN GAY suffered significant injury, harm, damages, and
21 economic loss, and will continue to suffer such harm, damages, and economic loss in the future.
22 NATHAN GAY's injuries are permanent and will require more medical care and treatment in the
23 future.

24 554. Defendant's actions and omissions as alleged in this Complaint were intentional,
25 oppressive, malicious, reckless, wanton, fraudulent, beyond all standards of decency, and without
26 regard for human life or Plaintiff NATHAN GAY's rights, thereby warranting the imposition of
27 punitive damages. Thus, Plaintiff seeks actual and punitive damages according to proof.

28 \\\

COUNT XVIII– NEGLIGENT MISREPRESENTATION

(Cal. Civ. Code § 1710(2))

(Against Defendant Microsoft in its capacity as the manufacturer of the Xbox Platform)

555. Plaintiff NATHAN GAY realleges and incorporates by reference all the foregoing allegations of every paragraph of this Complaint as if repeated in full here.

556. At all relevant times, Defendant was engaged in the business of designing, developing, managing, operating, testing, producing, manufacturing, labeling, marketing, advertising, promoting, controlling, supplying, leasing, selling, and/or otherwise distributing its Product used by NATHAN GAY, which are defective and unreasonably dangerous.

557. As detailed herein, Defendant knew about the defective conditions of its Product and that the Product posed serious health risks to users, particularly minors.

558. Defendant designed the Xbox Product with addictive psychological features to keep users playing more often and for longer periods of time, while knowing that abuse and compulsive use by youth can lead to injury, but concealed this information from the public and Product users, including Plaintiff NATHAN GAY and Plaintiff’s guardian.

559. Defendant knew of the risks associated with the use of its Product based on internal research and external studies known within the industry.

560. Defendant could have disclosed the defective condition of its Product to the public and could have advised that the Product posed serious health risks to users, particularly youth. Defendant took no such action; instead, Defendant opted to omit the safety risks from any disclosures.

561. Defendant knowingly and intentionally misrepresented that its Product was safe for use, and safe as an educational tool, to further entice users to continue engaging with its Product, including Plaintiff NATHAN GAY and Plaintiff’s guardian, while simultaneously knowing that its Product caused addiction and compulsive use.

562. Defendant stated that “Xbox strives to create a safer gaming experience for you and your family,” and that its Xbox Store is “safer for the whole family” to use. Defendant also stated that it “hold[s] [itself] accountable for making [its] platforms as safe as possible for all players”

1 and it “will promote the availability of our safety tools through our platforms, support channels,
2 services, on our websites and in retail stores to reach more players and parents.”

3 563. Defendant intended for users, including Plaintiff NATHAN GAY, to rely on its
4 representations that its Product was safe for use to keep users engaging with its Product and
5 increase its profits, and purposefully marketed its Product to minors for that reason.

6 564. However, Defendant had no reasonable grounds to believe that its Product was safe
7 given the internal and external research on addiction associated with video game use and given
8 the global recognition of video game addiction. Defendant made false statements about the safety
9 of its Product.

10 565. Defendant failed to disclose to users, including Plaintiff NATHAN GAY and
11 Plaintiff’s guardian, that its Product is designed to create and sustain addiction.

12 566. Defendant failed to disclose to users the strategies and features designed and
13 employed in its Product to create and sustain addiction.

14 567. Defendant failed to disclose its addictive strategies and features to entice users to
15 continue gameplay and increase profits.

16 568. If Defendant had not concealed, omitted, and misrepresented facts regarding the
17 safety of its Product, and had Plaintiff and/or GUARDIAN been aware that the Product could
18 cause significant harm such as brain damage, psychological injury, aggressive behavior, verbal
19 memory deficiency, depression, lowered cognitive abilities, sleeping disorders, anxiety, and
20 behavioral addiction disorders, GUARDIAN would not have purchased or allowed NATHAN
21 GAY to use or continue to use Defendant’s Product. Likewise, NATHAN GAY would not have
22 used or continued to use Defendant’s Product. Alternatively, if Defendant had adequately warned
23 or instructed NATHAN GAY’s guardian and/or NATHAN GAY, they would have taken
24 precautions when using Defendant’s Product in order to eliminate or mitigate the risk of harm.

25 569. Plaintiff NATHAN GAY and Plaintiff’s guardian were unaware of the dangerous
26 and addictive nature of Defendant’s Product. Plaintiff reasonably relied on Defendant’s
27 representations that its Product was safe for use, particularly for minors.

28 570. Plaintiff NATHAN GAY and Plaintiff’s guardian reasonably relied on Defendant’s

1 representations and did not know, nor had any way of knowing, about the misrepresentations
2 about Defendant's Product.

3 571. A reasonable person, including Plaintiff NATHAN GAY and Plaintiff's guardian,
4 would find information that impacted the users' health, safety, and well-being – such as the
5 serious adverse health risks associated with the use of Defendant's Product – to be important
6 when deciding whether to purchase, download, use, or to continue to use, that Product. Thus,
7 Plaintiff NATHAN GAY and Plaintiff's guardian justifiably relied on Defendant's
8 misrepresentations that the Product was safe when purchasing, using, and/or continuing to use the
9 Product.

10 572. Because of Plaintiff NATHAN GAY's and Plaintiff's guardian's reasonable reliance
11 on Defendant's representations, Plaintiff sustained physical and psychological harm, as well as
12 economic damages.

13 573. Defendant's misrepresentations were a substantial factor in causing harm to Plaintiff
14 NATHAN GAY, who suffered significant injury, harm, damages, and economic loss, and will
15 continue to suffer such harm, damages, and economic loss in the future. Thus, Plaintiff seeks
16 actual damages according to proof.

17 **COUNT XIX – FRAUD**

18 **(Against Defendant Microsoft in its capacity as the manufacturer of the Xbox Platform)**

19 574. Plaintiff NATHAN GAY realleges and incorporates by reference all of the foregoing
20 allegations as if repeated in full here.

21 575. At all relevant times, Defendant was engaged in the business of designing,
22 developing, managing, operating, testing, producing, manufacturing, labeling, marketing,
23 advertising, promoting, controlling, supplying, leasing, selling, and/or otherwise distributing its
24 Product used by NATHAN GAY, which are defective and unreasonably dangerous.

25 576. As detailed herein, Defendant knew about the defective conditions of its Product and
26 that the Product posed serious health risks to users, particularly minors, young adults, and
27 neurodivergent individuals.

28 577. Defendant knew its Product posed risks to minors, like NATHAN GAY, based on

1 internal research and external studies known in the industry and to Defendant; yet Defendant
2 misrepresented the safety and value of its Product for the purpose of inducing users, like
3 NATHAN GAY, to purchase its Product, to continue using Defendant's Product, and encourage
4 the addiction knowingly caused by Defendant's Product.

5 578. Defendant stated that "Xbox strives to create a safer gaming experience for you and
6 your family," and that its Xbox Store is "safer for the whole family" to use. Defendant also stated
7 that it "hold[s] [itself] accountable for making [its] platforms as safe as possible for all players"
8 and it "will promote the availability of our safety tools through our platforms, support channels,
9 services, on our websites and in retail stores to reach more players and parents."

10 579. Defendant designed the Xbox Product with addictive psychological features to keep
11 users playing more often and for longer periods of time, while knowing that abuse and
12 compulsive use by youth can lead to injury, but concealed this information from the public and
13 Product users, including Plaintiff NATHAN GAY and Plaintiff's guardian.

14 580. Defendant could have disclosed the defective condition of its Product to the public
15 and could have advised that the Product posed serious health risks to users, particularly youth.
16 Defendant took no such action; instead, Defendant opted to omit the safety risks from any
17 disclosures or marketing practices.

18 581. Defendant knowingly and intentionally misrepresented that its Product was safe for
19 use to further entice users to continue engaging with its Product, including Plaintiff NATHAN
20 GAY and Plaintiff's guardian, while simultaneously knowing that its Product caused addiction
21 and compulsive use.

22 582. Defendant intended for users, including Plaintiff NATHAN GAY and Plaintiff's
23 guardian, to rely on its representations that its Product was safe for use to keep users engaging
24 with its Product and increase its profits, and purposefully marketed its Product to minors for that
25 reason.

26 583. If Defendant had not concealed, omitted, and misrepresented facts regarding the
27 safety of its Product, and had Plaintiff and/or GUARDIAN been aware that the Product could
28 cause significant harm such as brain damage, psychological injury, aggressive behavior, verbal

1 memory deficiency, depression, lowered cognitive abilities, sleeping disorders, anxiety, and
2 behavioral addiction disorders, GUARDIAN would not have purchased or allowed NATHAN
3 GAY to use or continue to use Defendant's Product. Likewise, NATHAN GAY would not have
4 used or continued to use Defendant's Product. Alternatively, if Defendant had adequately warned
5 or instructed NATHAN GAY's guardian and/or NATHAN GAY, they would have taken
6 precautions when using Defendant's Product in order to eliminate or mitigate the risk of harm.

7 584. GUARDIAN would not have purchased or allowed NATHAN GAY to use or
8 continue to use Defendant's Product. Likewise, NATHAN GAY would not have used or
9 continued to use Defendant's Product. Alternatively, if Defendant had adequately warned or
10 instructed NATHAN GAY's guardian and/or NATHAN GAY, they would have taken
11 precautions when using Defendant's Product in order to eliminate or mitigate the risk of harm.

12 585. However, Defendant had no reasonable grounds to believe that its Product was safe
13 given the internal and external research on addiction and given the global recognition of video
14 game addiction. Defendant knowingly made false statements about the safety of its Product.

15 586. As a direct and proximate result of Defendant's material omissions, Plaintiff
16 NATHAN GAY and Plaintiff's guardian had no reason to believe that Defendant's Product was
17 unsafe for children to use.

18 587. Plaintiff NATHAN GAY and Plaintiff's guardian reasonably relied on Defendant's
19 misrepresentations that its Product was safe for use.

20 588. A reasonable person, including Plaintiff NATHAN GAY and Plaintiff's guardian,
21 would find information that impacted the users' health, safety, and well-being – such as the
22 serious adverse health risks associated with the use of Defendant's Product – to be important
23 when deciding whether to purchase, download, use, or to continue to use, that Product. Thus,
24 Plaintiff NATHAN GAY and Plaintiff's guardian justifiably relied on Defendant's
25 misrepresentations that the Product was safe when purchasing, using, and/or continuing to use
26 Defendant's Product.

27 589. As a direct and proximate result of Defendant's material misrepresentations and
28 false statements, Plaintiff NATHAN GAY suffered significant injury, harm, damages, and

1 economic loss, and will continue to suffer such harm, damages, and economic loss in the future.
 2 NATHAN GAY's injuries are permanent and will require more medical care and treatment in the
 3 future.

4 590. Defendant's actions and omissions as alleged in this Complaint were intentional,
 5 oppressive, malicious, reckless, wanton, fraudulent, beyond all standards of decency, and without
 6 regard for human life or Plaintiff NATHAN GAY's rights, thereby warranting the imposition of
 7 punitive damages. Thus, Plaintiff seeks actual and punitive damages according to proof.

8 **COUNT XX – VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW**

9 **(Cal. Bus. & Prof. Code §§ 17200 *et seq.*)**

10 **(Against Defendant Microsoft in its capacity as the manufacturer of the Xbox Platform)**

11 591. Plaintiff NATHAN GAY realleges and incorporates by reference all the foregoing
 12 allegations of every paragraph of this Complaint as if repeated in full here.

13 592. Defendant is a corporation, and thus is a "person," as defined by California Business
 14 & Professions Code § 17201.

15 593. California's Unfair Competition Law ("UCL"), Business and Professions Code §
 16 17200, *et seq.*, prohibits any "unlawful, unfair or fraudulent business act or practice" and any
 17 "unfair, deceptive, untrue or misleading advertising."

18 594. By the conduct described in detail above and incorporated herein, Defendant
 19 engaged in unfair and deceptive acts in violation of California's Unfair Competition Law.

20 595. Defendant knowingly engaged in the production, design, distribution, and sale of the
 21 Product to users, including NATHAN GAY, that was unsafe and addictive, particularly for
 22 minors.

23 596. Defendant promoted its Product to users, especially minor users, while concealing
 24 harmful information about the addictive and unsafe nature of said Product.

25 597. These business practices that Defendant has engaged in are fraudulent and deceptive
 26 practices in violation of the UCL.

27 598. Defendant's business practices are also unfair in violation of the UCL. Defendant's
 28 actions are unethical at minimum, and the benefit of employing its deceptive and addictive

1 features does not, in any circumstance, outweigh the harm that Plaintiff NATHAN GAY suffered.

2 599. As a direct and proximate result of the foregoing acts and practices, Defendant has
3 received, or will receive, income, profits, and other benefits, which it would not have received if it
4 had not engaged in the violations of the UCL described herein.

5 600. As a direct and proximate result of Defendant's conduct, Plaintiff NATHAN GAY
6 sustained economic losses, including hundreds of dollars per year in video game related spending.
7 Had Defendant not engaged in these fraudulent and deceptive practices, Plaintiff would not have
8 sustained the aforementioned economic injuries.

9 601. As a result of Defendant's conduct, Plaintiff NATHAN GAY sustained significant
10 injuries.

11 602. As such, in accordance with the provisions of the California Business and
12 Professions Code §§ 17200 and 17203, Plaintiff requests that this Court enjoin Defendant from
13 continuing to violate the UCL or violating it in the same fashion in the future, and from
14 continuing to conduct business via the unfair and fraudulent business acts as set forth in this
15 Complaint.

16 **PRAYER**

17 WHEREFORE, Plaintiff prays for judgment against each Defendant as to each relevant
18 cause of action as follows:

19 1. For Plaintiff NATHAN GAY's general damages, including pain and suffering and
20 emotional distress, according to proof at the time of trial;

21 2. For Plaintiff NATHAN GAY's past and future economic and special damages
22 according to proof at the time of trial;

23 3. For Plaintiff NATHAN GAY's medical and related expenses according to proof at
24 the time of trial;

25 4. For Plaintiff NATHAN GAY's prejudgment interest according to proof, pursuant to
26 California Civil Code § 3291 at the time of trial;

27 5. For Plaintiff NATHAN GAY's costs of suit herein;

28 6. For Injunctive relief;

- 1 7. For Attorneys' fees;
- 2 8. For exemplary and/or punitive damages according to proof at the time of trial; and,
- 3 9. For such other and further relief, whether at law or in equity, that this Court deems
- 4 just and proper.

5 DATED: July 3, 2025

WISNER BAUM, LLP



Behram V. Parekh (SBN: 180361)
11111 Santa Monica Blvd., Suite 1750
Los Angeles, CA 90025
Telephone: (310) 207-3233
Fascimile: (310) 820-7444
bparekh@wisnerbaum.com

Marlene J. Goldenberg (*Pro Hac Vice*
Forthcoming)
Samantha V. Hoefs (*Pro Hac Vice*
Forthcoming)

**NIGH GOLDENBERG RASO &
VAUGHN PLLC**

14 Ridge Square NW, Third Floor
Washington, DC 20016
Telephone: (202) 792-7927
Fascimile: (202) 792-7927
mgoldenberg@nighgoldenberglaw.com
shoefs@nighgoldenberglaw.com

Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury as to all of their claims so triable.

DATED: July 3, 2025

WISNER BAUM, LLP



Behram V. Parekh (SBN: 180361)
11111 Santa Monica Blvd., Suite 1750
Los Angeles, CA 90025
Telephone: (310) 207-3233
Fascimile: (310) 820-7444
bparekh@wisnerbaum.com

Marlene J. Goldenberg (*Pro Hac Vice*

Forthcoming)
Samantha V. Hoefs (*Pro Hac Vice*
Forthcoming)
**NIGH GOLDENBERG RASO &
VAUGHN PLLC**
14 Ridge Square NW, Third Floor
Washington, DC 20016
Telephone: (202) 792-7927
Fascimile: (202) 792-7927
mgoldenberg@nighgoldenberg.com
shoefs@nighgoldenberg.com

Attorneys for Plaintiffs